1912

5—COMIC SECTION, Sunday

Color only—one to three colors and black—

	Full Page	Half Page	Third Page	Quarter Page	2-Inch Strip	1-Inch Strip
One time	$900.00	475.00	300.00	225.00	120.00	60.00
6 times 1 year	855.00	451.25	285.00	213.80	114.00	57.00
13 times 1 year	832.50	440.00	277.50	208.10	111.00	55.50
26 times 1 year	810.00	427.50	270.00	202.50	108.00	54.00

b. All ads must be across 7 columns of 272, 140, 98, 70, 35 or 14 lines deep. No other sizes accepted.

c. All copy for comic section must be complete, ready for release two weeks in advance of publication.

6—CLASSIFICATIONS

a. ANNOUNCEMENTS, POLITICAL and PUBLIC OPINION, flat, net per agate line:

Morning	40c
Evening	30c
Sunday	50c
Morning and Evening	50c

b. CLASSIFIED ADVERTISING.

	Morning & Evening	Sunday
Minimum space 2 lines. Count 5 average words to line.	20c	25c

NOTICES—Minimum space 10 lines.

c. All Special Notices, Proposals, Bids, 25c per line, Morning and Evening, or Sunday, minimum space 10 lines.

Marriage, Birth and Death Notices, $2.50 for first and alternate insertions. Subsequent consecutive insertions, $1.50 each. Morning and Evening or Sunday, maximum space 25 lines.

d. Contracts will be accepted for a period of one year only, but may be cancelled if copy is not inserted within thirty days from date of contract.

7—COMMISSION AND CASH DISCOUNT

a. Agency commission 15 per cent.

b. Cash discount 2 per cent on the net to advertising agencies only.

a. Payment and cash discount date, 15th of month following service. Discount not contingent upon checking copies: All checking proofs furnished by Advertising Checking Bureau, Inc., 70 Madison Avenue, New York; 505 South Clark Street, Chicago; 369 Sansome Street, San Francisco.

8—CIRCULATION

a. Member of Audit Bureau of Circulations.

b. Metropolitan newspaper, daily morning, evening and Sunday issues.

c. The largest circulation in the city of New Orleans, the state of Louisiana and the trading territory of New Orleans.

9—MISCELLANEOUS

a. Established—The Times-Picayune, 1837—New Orleans States, 1880.

b. Associated Press Service Morning, Evening and Sunday. Exclusive Associated Press Service Morning and Sunday. Exclusive Associated Press WIREPHOTO Service Morning, Evening and Sunday. Chicago Tribune and New York News direct leased wire Morning, Evening and Sunday.

c. Subscription price by carrier in New Orleans Yearly—Morning and Sunday—$12.00. Morning only—$6.50. Sunday only—$5. Evening only—$7.20. Evening and Sunday—$11.50. Per copy morning 1c. Evening 1c. Sunday 10c.

d. Amusement, Book and Automobile pages Sunday.

e. The Times-Picayune Publishing Co. accepts no trade contracts, no questionable financial or medical advertising.

f. The publisher reserves the right to revise or reject, at his option, any advertisement which is deemed objectionable, either in its subject matter or phraseology, or is opposed to the policy of the paper.

g. No advertisement will be cancelled after having appeared in any edition of the issue for which it was ordered.

h. During the contract year or at the expiration of contract, if the advertiser has used space sufficient to earn a lower rate than that contracted for, The Times-Picayune Publishing Company will reimburse the advertiser the difference between the amount paid and the rate earned. If amount of lines contracted for is not used within the contract year, the advertiser agrees to pay The Times-Picayune Publishing Company the difference between the rate paid and the rate earned as printed in this general rate card. Contracts for one year must read, "One year from date of contract." If actual service is not begun on a contract within 30 days from its date it will be cancelled and a new contract required at existing rates. The Times-Picayune Publishing Company is not responsible for imperfect printing from cuts, half-tones, etc., or imperfect impression of key numbers or letters or for errors in mats or electros.

Tolls on all advertisements sent by telegraph payable by advertiser.

i. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error for which The Times-Picayune Publishing Company may be responsible, in any advertisement beyond the cost of the space actually occupied by the error.

j. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement.

k. Agencies and advertisers forwarding orders which contain incorrect rates or conditions are hereby advised that the advertising called for will be inserted and charged at the regular schedule of rates now in force and in accordance with the regulations in this rate card. A failure to make an order correspond in price or rules to the rate card will be regarded only as a clerical error and the advertising will be inserted without further notification.

The rates set forth in this rate card are subject to change without notice.

a. The Times-Picayune Publishing Company.

L. K. Nicholson, President.
T. P. Nicholson, Vice-President.
C. K. Nicholson III, Vice-President.
John P. View, Jr., Vice-President and Business Mgr.
L. F. Nicholson, Assistant Business Manager.
A. F. Hinrey, Advertising Director.
Richard Lockett, Mgr., General Advertising.
H. R. Sargent, Adv. Mgr., New Orleans States.
D. W. Gilmore, Circulation Manager.
Geo. W. Healy, Jr., Editor, The Times-Picayune.
Jos. R. Crown, Mg. Editor, New Orleans States.

GENERAL REPRESENTATIVES:

Nece, Rothenberg & Jones, Inc., New York, 10 East 40th St.; Chicago, 360 N. Michigan Blvd.; Detroit General Motors Bldg.; Atlanta, 1301 Rhodes-Haverty Bldg.; San Francisco, 301 California St.

All rates quoted by the above representatives must conform in every particular with the rates on this card.

(Prepared in conformity with "Standard Rate Card" of American Association of Advertising Agencies.)

The Times-Picayune

and

NEW ORLEANS STATES

MORNING ★ EVENING ★ SUNDAY

2037

Government Exhibit 23

1343

The Times-Picayune
MORNING AND SUNDAY
and
NEW ORLEANS STATES
EVENING

Offer the Greatest Coverage of the New Orleans Market at the Lowest Possible Cost!

NEW ORLEANS, LA.

Published by The Times-Picayune Publishing Co.

The Times-Picayune Every Week-Day Morning
New Orleans States Every Week-Day Evening
The Times-Picayune N. O. States Every Sunday Morning

Published See Under Title

Issued Oct. 1, 1941
In Effect Jan. 1, 1942

1—GENERAL ADVERTISING

a. BLACK AND WHITE

Rate, Per Agate Line	Morn	Eve	M&E	Sun	M&S	E&S
Open	.29	.17	.37	.40	.60	.48
5,000 lines within 1 yr.	.27	.16½	.35	.39	.57½	.47
10,000 lines within 1 yr.	.26	.16	.34	.38	.56	.46
20,000 lines within 1 yr.			.33½	.37	.54½	.44½
30,000 lines within 1 yr.			.33	.36½	.53½	.43½
50,000 lines within 1 yr.			.32	.36	.52	.42

b. Combinations above are optional. Volume bracket will be determined by amount of linage placed in each unit or combination of units at the rate quoted.

c. Advertisements run at the combination rates may first appear in any paper but succeeding insertions must follow within three days. Same size advertisement and same copy.

d. COLOR Full pages, 2400 lines—

1 color and black	20% additional
2 colors and black	25% additional
3 colors and black	30% additional

Less than full page, 1000 lines minimum—

1 color and black	25% additional
2 colors and black	30% additional
3 colors and black	35% additional

e. Full run General contract advertisers may apply magazine, and comic section linage, color and black and white, to the fulfillment of their black and white contracts.

f. DAILY COMIC STRIP ADVERTISING

35 or 70 lines deep across 6 columns acceptable for daily comic page at regular black and white rate. Minimum schedule 13 times in 13 weeks. Alcoholic beverages, proprietary remedies and tobacco advertising not accepted

g. No time discount.

h. SPECIAL POSITIONS (Publisher's option)

Next to or following reading	10% additional
Special pages	20% additional
Full position	30% additional
Page 2 or 3 (when available)	50% additional

No preferred position sold for medical advertisements.

Minimum for position advertisements, 42 lines.

2—READING NOTICES

a. Readers, R. O. P., but not first, last, editorial or city pages—

	Morning	Evening	Sunday
Flat rate, per count line	$1.00	50c.	$1.25

b. Minimum 2 lines each insertion.

The full word "Advertisement" must follow all reading notices and must be included in count of lines and charge. Five ordinary words to the line.

3—MECHANICAL REQUIREMENTS

a. Width of column 12 ems pica.

b. Depth of column 300 agate lines.

c. Eight columns to a page.

d. Double truck, 17 columns, 34 1-4 inches wide, 21 7-16 inches in depth.

e. Full page type space 16 1-2 inches by 21 7-16 inches.

f. Black and white advertising intended for all editions of Sunday issue must be received by 6 p. m. Thursday.

All copy measuring over 280 lines in depth will be set and charged 300 lines.

g. Half-tone screen required, 65 lines.

h. Can use mats and unmounted 11-point electrotypes. A minimum charge will be made for artwork and cuts supplied to advertisers.

The right is reserved to reject or lighten borders, type or cuts.

Composition: A charge of 25c per inch will be made for advertisements set up and not inserted. Advertisers are allowed one setting and one revision. All revisions after the first will be charged for at cost of labor.

i. Minimum depth R. O. P. 1 col. 1", 2 col. 2", 3 col. 3½", 4 col. 5", 5 col. 7"; 6 col. 9", 7 col. 11", 8 col. 12½".

4—SUNDAY COLOR MAGAZINE SECTION

a. Color (one to three primary colors and black)—

	Full Page	4/7 Page	1000 Lines	Half Page	Third Page
1 time	1,000.00	600.00	550.00	525.00	420.00
6 times 1 year	950.00	570.00	522.00	498.00	399.00
13 times 1 year	925.00	555.00	508.00	485.00	388.00
26 times 1 year	900.00	540.00	495.00	472.00	378.00

b. Black and White (inside pages only, page not specified) 3c a line above earned contract rate R. O. P.

Minimum black and white R. O. P. advertisements one column, 28 lines deep. Can use plates or mats of standard 2-inch width column sizes.

MAGAZINE SECTION MECHANICAL REQUIREMENTS

Pages are 7 columns, 14 1-4" wide by 272 lines deep—1904 lines to the page. Same mechanical requirements as American Weekly and using same plates. Mats and shells are usable but electros are preferred. Color cuts or mats must bear register mark. All copy and plates must be complete, ready for release two weeks previous to insertion date.

2038

1314

5—COMIC SECTION, Sunday

Color only—one to three colors and black—

	Full Page	Half Page	Third Page	Quarter Page	(Strips black and white only) 2-Inch Strip	1-Inch Strip
One time	1,000.00	525.00	420.00	325.00	120.00	60.00
6 times 1 year	950.00	498.00	399.00	311.00	114.00	57.00
13 times 1 year	925.00	485.00	388.00	302.00	111.00	55.00
26 times 1 year	900.00	472.00	378.00	295.00	108.00	54.00

b. All ads must be across 7 columns of 272, 140, 90, 70, 28 or 14 lines deep. No other sizes accepted.

c. All copy for comic section must be complete, ready for release two weeks in advance of publication.

6—CLASSIFICATIONS

a. **AMUSEMENTS, POLITICAL and PUBLIC OPINION,** flat net per agate line:

Morning & Evening 75c
Sunday 75c

b. **CLASSIFIED ADVERTISING,**

Morning & Evening 37c
Sunday 40c

Minimum space 2 lines. Count 5 average words to line.

NOTICES—Minimum space 10 lines.

c. All Special Notices, Proposals, Bids, 37c per line Morning and Evening, 40c per line Sunday.

d. Contracts will be accepted for a period of one year only, but will be cancelled if copy is not inserted within thirty days from date of contract.

7—COMMISSION AND CASH DISCOUNT

a. Agency commission 15 per cent.

b. Cash discount 2 per cent on the net to advertising agencies only.

c. Payment and cash discount date, 15th of month following service. Discount not contingent upon checking copies: All checking proofs furnished by Advertising Checking Bureau, Inc., 79 Madison Avenue, New York; 538 South Clark Street, Chicago; 500 Sansome Street, San Francisco.

8—CIRCULATION

a. Member of Audit Bureau of Circulations.
b. Metropolitan newspaper, daily morning, evening and Sunday morning.

c. The largest circulation in the city of New Orleans, the state of Louisiana and the trading territory of New Orleans.

9—MISCELLANEOUS

a. Established—The Times-Picayune, 1837—New Orleans States, 1880.

b. Associated Press Service Morning, Evening and Sunday. Exclusive Associated Press Service Morning and Sunday. Exclusive Associated Press WIREPHOTO Service Morning, Evening and Sunday. Chicago Tribune and New York News direct leased wire Morning, Evening and Sunday.

c. Subscription price by carrier in New Orleans yearly. Morning and Sunday—$13.00. Morning only—$8.85. Sunday only—$5. Evening only—$8.85. Evening and Sunday—$13.00. Per copy morning—5c. Evening—5c. Sunday—10c.

d. Amusement and Book pages Sunday.

e. The Times-Picayune Publishing Co. accepts no trade contracts, no questionable financial or medical advertising.

f. The publisher reserves the right to revise or reject, at his option, any advertisement which is deemed objectionable, either in its subject matter or phraseology, or is opposed to the policy of the paper.

g. No advertisement will be cancelled after having appeared in any edition of the issue for which it was ordered.

h. During the contract year or at the expiration of contract, if the advertiser has used space sufficient to earn a lower rate than that contracted for, The Times-Picayune Publishing Company will reimburse the advertiser the difference between the amount paid and the rate earned. If amount of lines contracted for is not used within the contract year, the advertiser agrees to pay The Times-Picayune Publishing Company the difference between the rate paid and the rate earned as printed in this general rate card. Contracts for one year must read, "One year from date of contract." If actual service is not begun on a contract within 20 days from its date it will be cancelled and a new contract required at existing rates. The Times-Picayune Publishing Company is not responsible for imperfect printing from cuts, half-tones, etc., or imperfect impression of key numbers or letters or for errors in mats or electros.

Tolls on all advertisements sent by telegraph payable by advertiser.

i. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which The Times-Picayune Publishing Company may be responsible, in any advertisement beyond the cost of the space actually occupied by the error.

j. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement.

k. Agencies and advertisers forwarding orders which contain incorrect rates or conditions are hereby advised that the advertising called for will be inserted and charged at the regular schedule of rates now in force and in accordance with the regulations in this rate card. A failure to make an order correspond in price or rules to the rate card will be regarded only as a clerical error and the advertising will be inserted without further notification.

l. Should any tax be levied which would necessitate a change in rates herein quoted, in the judgment of the publisher, the publisher may on 30 days' notice to the advertising agency or advertiser, change rates in contracts accepted on this rate card. It is agreed that the advertising agency or advertiser before the date of the effectiveness of such new rates will have the option of cancelling the contract as to future

e. The Times-Picayune Publishing Co. accepts no trade contracts, no questionable financial or medical advertising.

f. The publisher reserves the right to revise or reject, at his option, any advertisement which is deemed objectionable, either in its subject matter or phraseology, or is opposed to the policy of the paper.

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Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement.

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l. Should any tax be levied which would necessitate a change in rates herein quoted, in the judgment of the publisher, the publisher may on 30 days' notice to the advertising agency or advertiser, change rates in contracts accepted on this rate card. It is agreed that the advertising agency or advertiser before the date of the effectiveness of such new rates will have the option of cancelling the contract as to future obligation hereunder and without penalty of short rate for space used.

m. The Times-Picayune Publishing Company,

L. K. Nicholson, President.
Y. P. Nicholson, Vice-President.
C. H. Hyams III, Vice-President.
John F. Tims, Jr., Vice-President and Business Mgr.
L. F. Blackburn, Assistant Business Manager.
A. F. Murray, Advertising Director.
Roland Ladreyt, Mgr., General Advertising.
N. R. Swayze, Adv. Mgr., New Orleans States.
D. W. Coleman, Circulation Manager.
Geo. W. Healy, Mg. Editor, The Times-Picayune.
Jas. E. Crown, Mg. Editor, New Orleans States.

GENERAL REPRESENTATIVES:

Noee, Rothenburg & Jann, Inc., New York, 10 East 40th St.; Chicago, 360 N. Michigan Blvd.; Detroit General Motors Bldg.; Atlanta, 1601 Rhodes-Haverty Bldg.; San Francisco, 351 California St.

All rates quoted by the above representatives must conform in every particular with the rates on this card.

(Prepared in conformity with "Standard Rate Card" of American Association of Advertising Agencies.)

The Times-Picayune

MORNING AND SUNDAY

NEW ORLEANS STATES

EVENING

2039

1315

Government Exhibit 24

Offer the Greatest Coverage of the New Orleans Market at the Lowest Possible Cost!

The Times-Picayune

MORNING AND SUNDAY

and

NEW ORLEANS STATES

EVENING

NEW ORLEANS, LA.

Published by The Times-Picayune Publishing Co.

The Times-Picayune
Every Week-Day Morning
New Orleans States
Every Week-Day Evening
The Times-Picayune N. O. States
Every Sunday Morning

Published
See Under Title

Issued Oct. 1, 1942
In Effect Jan. 1, 1943

1—GENERAL ADVERTISING

a. BLACK AND WHITE

Rate, Per Agate Line	Morn	Eve	M&E	Sun	M&S	E&S
Open	.30	.17	.38	.45	.66	.53
5,000 lines within 1 yr.	.28	.16½	.36	.44	.63½	.52
10,000 lines within 1 yr.	.27	.16	.35	.43	.62	.51
20,000 lines within 1 yr.			.34½	.42	.60½	.49½
30,000 lines within 1 yr.			.34	.41½	.59½	.48½
50,000 lines within 1 yr.			.33	.41	.58	.47

b. Combinations above are optional. Volume bracket will be determined by amount of linage placed in each unit or combination of units at the rate quoted.

c. Advertisements run at the combination rates may first appear in any paper but succeeding insertions must follow within three days. Same size advertisement and same copy.

d. **COLOR** Full pages, 2400 lines—

1 color and black	20% additional
2 colors and black	25% additional
3 colors and black	30% additional

Less than full page, 1000 lines minimum—

1 color and black	25% additional
2 colors and black	30% additional
3 colors and black	35% additional

e. Full run General contract advertisers may apply magazine and comic section linage, color and black and white, to the fulfillment of their black and white contracts.

f. **DAILY COMIC STRIP ADVERTISING**
35 or 70 lines deep across 5 columns acceptable for daily comic page at regular black and white rate. Minimum schedule 13 times in 13 weeks. Alcoholic beverages, proprietary remedies and tobacco advertising not accepted

g. No time discount.

h. **SPECIAL POSITIONS** (Publisher's option)

Next to or following reading	10% additional
Special pages	20% additional
Full position	30% additional
Page 2 or 3 (when available)	50% additional

No preferred position sold for medical advertisements.
Minimum for position advertisements, 42 lines.

50,000 lines within 1 yr. .33 .41 .58 .47

b. Combinations above are optional. Volume bracket will be determined by amount of linage placed in each unit or combination of units at the rate quoted.

c. Advertisements run at the combination rates may first appear in any paper but succeeding insertions must follow within three days. Same size advertisement and same copy.

d. COLOR Full pages, 2400 lines—
1 color and black 20% additional
2 colors and black 25% additional
3 colors and black 30% additional
Less than full page, 1000 lines minimum—
1 color and black 25% additional
2 colors and black 30% additional
3 colors and black 35% additional

able for daily comic page at regular black and white rate. Minimum schedule 13 times in 13 weeks. Alcoholic beverages, proprietary remedies and tobacco advertising not accepted

g. No time discount.

h. SPECIAL POSITIONS (Publisher's option)
Next to or following reading 10% additional
Special pages 20% additional
Full position 30% additional
Page 2 or 3 (when available) 50% additional
No preferred position sold for medical advertisements.
Minimum for position advertisements, 42 lines.

2—READING NOTICES

a. Readers, R. O. P., but not first, last, editorial or city pages—

	Morning	Evening	Sunday
Flat rate, per count line	$1.00	50c	$1.25

b. Minimum 2 lines each insertion.

The full word "Advertisement" must follow all reading notices and must be included in count of lines and charge. Five ordinary words to the line.

3—MECHANICAL REQUIREMENTS

a. Width of column 12 ems pica.

b. Depth of column 300 agate lines.

c. Eight columns to a page.

d. Double truck, 17 columns, 34 1-4 inches wide, 21 7-16 inches in depth.

e. Full page type space 16 1-2 inches by 21 7-16 inches.

f. Black and white advertising intended for all editions of Sunday issue must be received by 6 p. m. Thursday.

All copy measuring over 280 lines in depth will be set and charged 300 lines.

g. Half-tone screen required, 65 lines.

h. Can use mats and unmounted 11-point electrotypes. A minimum charge will be made for artwork and cuts supplied to advertisers.

The right is reserved to reject or lighten borders, type or cuts.

Composition: A charge of 25c per inch will be made for advertisements set up and not inserted. Advertisers are allowed one setting and one revision. All revisions after the first will be charged for at cost of labor.

i. Minimum depth R. O. P. 1 col. 1", 2 col. 2", 3 col. 3½", 4 col. 5", 5 col. 7", 6 col. 9", 7 col. 11", 8 col. 12½".

4—MAGAZINE SECTION, Sunday

a. Color (one to three primary colors and black)—

	Full Page	1000 Lines	Half Page	Third Page
Open	1,100.00	600.00	575.00	460.00

Discounts:

6 to 25 insertions within one year	3%
26 to 38 insertions within one year	4%
39 to 51 insertions within one year	5%
52 or more insertions within one year	7%

All insertions billed at open rate until discount is earned.

b. **Black and white** (inside pages only, page not specified) same as R. O. P.

MAGAZINE SECTION MECHANICAL REQUIREMENTS

Pages are 7 columns, 14 1-4" wide by 272 lines deep—1904 lines to the page. Same mechanical requirements as American Weekly and using same plates. Mats and shells are usable but electros are preferred. Color cuts or mats must bear register mark. All copy and plates must be complete, ready for release two weeks previous to insertion date.

Minimum black and white R. O. P. advertisements one column, 28 lines deep. Can use plates or mats of standard 2-inch width column sizes.

2040

1916

5—COMIC SECTION, Sunday

a. Color only—(one to three primary colors and black)

	Full Page	Half Page	Third Page
Open	1,100.00	575.00	460.00

Discounts:
6 to 25 insertions within one year 3%
26 to 38 insertions within one year 4%
39 to 51 insertions within one year 5%
52 or more insertions within one year 7%

All insertions billed at open rate until discount is earned.

(Strips black and white only)

21 Lines	14 Lines
98.00	65.00

b. All copy must be across 7 columns of 272, 136, 90, 21 or 14 lines deep. No other sizes accepted.

c. All copy for comic section must be complete, ready for release two weeks in advance of publication.

6—CLASSIFICATIONS

a. **AMUSEMENTS, POLITICAL and PUBLIC OPINION,** flat net per agate line:

Morning & Evening 75c
Sunday 75c

b. **CLASSIFIED ADVERTISING.**

Morning & Evening 38c
Sunday 45c

Minimum space 2 lines. Count 5 average words to line.

NOTICES—Minimum space 10 lines.

c. All Special Notices, Proposals, Bids, 38c per line Morning and Evening, 45c per line Sunday.

d. Contracts will be accepted for a period of one year only, but will be cancelled if copy is not inserted within thirty days from date of contract.

7—COMMISSION AND CASH DISCOUNT

a. Agency commission 15 per cent.

b. Cash discount 2 per cent on the net to advertising agencies only.

c. Payment and cash discount date, 15th of month following service. Discount not contingent upon checking copies: All checking proofs furnished by Advertising Checking Bureau, Inc., 79 Madison Avenue, New York; 538 South Clark Street, Chicago; 500 Sansome Street, San Francisco.

8—CIRCULATION

a. Member of Audit Bureau of Circulations.

b. Metropolitan newspaper, daily morning, evening and Sunday morning.

c. The largest circulation in the city of New Orleans, the state of Louisiana and the trading territory of New Orleans.

9—MISCELLANEOUS

a. Established—The Times-Picayune, 1837—New Orleans States, 1880.

b. Associated Press Service Morning, Evening and Sunday. Exclusive Associated Press Service Morning and Sunday. Exclusive Associated Press WIREPHOTO Service Morning, Evening and Sunday. Chicago Tribune and New York News direct leased wire Morning, Evening and Sunday.

c. Subscription price by carrier in New Orleans yearly. Morning and Sunday—$13.00. Morning only—$8.85. Sunday only—$5. Evening only—$8.85. Evening and Sunday—$13.00. Per copy, morning—5c. Evening—5c. Sunday—10c.

d. Amusement and Book pages Sunday.

e. The Times-Picayune Publishing Co. accepts no trade contracts, no questionable financial or medical advertising.

f. The publisher reserves the right to revise or reject, at his option, any advertisement which is deemed objectionable, either in its subject matter or phraseology, or is opposed to the policy of the paper.

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Tolls on all advertisements sent by telegraph payable by advertiser.

i. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which The Times-Picayune Publishing Company may be responsible, in any advertisement beyond the cost of the space actually occupied by the error.

j. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement.

k. Agencies and advertisers forwarding orders which contain incorrect rates or conditions are hereby advised that the advertising called for will be inserted and charged at the regular schedule of rates now in force and in accordance with the regulations in this rate card. A failure to make an order correspond in price or rules to the rate card will be regarded only as a clerical error and the advertising will be inserted without further notification.

l. Should any tax be levied which would necessitate a change in rates herein quoted, in the judgment of the publisher, the publisher may on 30 days' notice to the advertising agency or advertiser, change rates in contracts accepted on this rate card. It is agreed that the advertising agency or advertiser before the date of the effectiveness of such new rates will have the option of cancelling the contract as to future obligation hereunder and without penalty of short rate for space used.

m. The Times-Picayune Publishing Company,
L. K. Nicholson, President.
Y. P. Nicholson, Vice-President.
C. H. Hyams III, Vice-President.
John F. Tims, Jr., Vice-President and Business Mgr.
L. F. Blackburn, Assistant Business Manager.
A. F. Murray, Advertising Director.
Roland Ladreyt, Mgr., General Advertising.
N. R. Swayze, Adv. Mgr., New Orleans States.
D. W. Coleman, Circulation Manager.
Geo. W. Healy, Mg. Editor, The Times-Picayune.
Wm. H. Fitzpatrick, Mg. Editor, New Orleans States.

GENERAL REPRESENTATIVES:

Noee, Rothenburg & Jann, Inc., New York, 366 Madison Ave.; Chicago, 360 N. Michigan Blvd.; Detroit, General Motors Bldg.; Atlanta, Palmer Bldg.; San Francisco, 111 Sutter St.

All rates quoted by the above representatives must conform in every particular with the rates on this card.

(Prepared in conformity with "Standard Rate Card" of American Association of Advertising Agencies.)

The Times-Picayune

MORNING AND SUNDAY

NEW ORLEANS STATES

EVENING

2041

1317

Government Exhibit 25

Offer the Greatest Coverage of the New Orleans Market at the Lowest Possible Cost!

The Times-Picayune
MORNING AND SUNDAY

NEW ORLEANS STATES
EVENING

and

NEW ORLEANS, LA.

Published by
The Times-Picayune
Publishing Co.

The Times-Picayune
Every Week-Day Morning
New Orleans States
Every Week-Day Evening
The Times-Picayune N. O. States
Every Sunday Morning

Published
See Under Title

Issued Dec. 1, 1963
In Effect Jan. 1, 1964

1—GENERAL ADVERTISING

a. BLACK AND WHITE

Rates per agate line—	Morn	Eve.	Morn & Eve.	Sun.	Morn Eve. & Sun.	Sun.
Open	.30	.19	.42	.45	.68	.57
5,000 lines in 1 yr.	.29	.18½	.41	.44	.66½	.56
10,000 lines in 1 yr.	.28	.18	.40	.43	.65	.55
20,000 lines in 1 yr.			.39½	.42	.63½	.53½
30,000 lines in 1 yr.			.39	.41½	.62½	.53½
50,000 lines in 1 yr.			.38	.41	.61	.51

b. Combination rates are optional. Volume bracket will be determined by amount of linage placed in each unit or combination of units at the rate quoted. Not more than 10,000 lines of morning or evening individual space can be applied towards earning a lower rate. In order to earn the 20,000-line rate, at least 10,000 lines must be run combination or Sunday; to earn the 30,000-line rate, at least 20,000 lines must run combination or Sunday, and to earn the 50,000-line rate, at least 40,000 lines must run combination or Sunday.

c. Advertisements run at the combination rates may first appear in any paper but consecutive insertions must follow within three days. Same size advertisement and same copy.

d. Publisher reserves the right to change the rates in contracts on 60 days' written notice and all contracts are accepted subject to this reservation. The advertiser may readjust his schedule without penalty if he so desires. All orders for General Advertising must include five-day option. All orders accepted subject to cancelation if necessary by reason of

e. COLOR Full pages, 2400 lines—

1 color and black	30% additional
2 colors and black	35% additional
3 colors and black	30% additional

Less than full page, 1200 lines minimum—

1 color and black	35% additional
2 colors and black	30% additional
3 colors and black	30% additional

f. Full run General contract advertisers may apply magazine and comic section linage, color and black and white, to the fulfillment of their black and white contracts.

g. DAILY COMIC STRIP ADVERTISING

35 or 70 lines deep across 5 columns acceptable for daily comic page at regular black and white rate. Minimum schedule 13 times in 13 weeks. Alcoholic beverages, proprietary remedies and tobacco advertising not accepted

h. No time discount.

i. SPECIAL POSITIONS (Publisher's option)

Next to or following reading	10% additional
Special pages	20% additional
Full position	20% additional
Page 2 or 3 (when available)	50% additional

No preferred position sold for smaller ads or unmeasured.

Minimum for position advertisements to be

apply magazine and comic section linage, color and black and white, to the fulfillment of their black and white contracts.

g. DAILY COMIC STRIP ADVERTISING

35 or 70 lines deep across 5 columns acceptable for daily comic page at regular black and white rate. Minimum schedule 13 times in 13 weeks. Alcoholic beverages, proprietary remedies and tobacco advertising not accepted

h. No time discount.

i. SPECIAL POSITIONS (Publisher's option)

Next to or following reading 10% additional
Special pages 20% additional
Full position 20% additional
Page 2 or 3 (when available) 50% additional
No preferred position sold for smaller ads or unmeasured.

2—HEADING NOTICES

a. Beaders, R. O. P., but not first, last, editorial or city pages—

	Morning	Evening	Sunday
Flat rate, per count line	$1.00	50c	$1.25

b. Minimum 3 lines each insertion.

The full word "Advertisement" must follow all heading notices and must be included in count of lines and charge. Five ordinary words to the line.

3—MECHANICAL REQUIREMENTS

a. Width of column 2". Each additional column 2 1/14".

b. Depth of column 300 agate lines.

c. Eight columns to a page.

d. Double truck. 17 columns, 34 1-4 inches wide 21 7-16 inches in depth.

e. Full page type space 16 1-2 inches by 21 7-16 inches.

f. Black and white advertising intended for all editions of Sunday issue must be received by 6 p. m. Thursday.

All copy measuring over 300 lines in depth will be set and charged 300 lines.

g. Half-tone screen required, 65 lines.

h. Can use mats and unmounted 11-point electrotypes. A minimum charge will be made for artwork and cuts supplied to advertisers.

The right is reserved to reject or flighten boldface, type or cuts.

Composition: A charge of 35c per inch will be made for advertisements set up and not inserted. Advertisers are allowed one setting and one revision. All revisions after the first will be charged for at cost of labor.

i. Minimum depth R. O. P. 1 col. 1", 2 col. 2", 3 col. 2½", 4 col. 3", 5 col. 7", 6 col. 9", 7 col. 12", 8 col. 13½".

4—MAGAZINE SECTION, Sunday

a. Color (one to three prints / colors and black)—

	Full Page	2/3 Page	1000 Lines	Half Page	Third Page
Open	1,100.00	722.00	606.00	575.00	400.00

Contracts

6 to 25 insertions within one year	3%
26 to 38 insertions within one year	4%
39 to 51 insertions within one year	5%
52 or more insertions within one year	7%

All insertions billed at open rate until discount is earned.

b. Black and white (inside pages only, page not specified) regular contract rate R. O. P. applies

MAGAZINE SECTION MECHANICAL REQUIREMENTS

Pages are 7 columns, 14 1-6" wide by 378 lines deep—1904 lines to the page. Mats and shells are unable but electros are preferred. Color cuts or mats must bear register mark. All copy and plates must be complete, ready for release two weeks previous to insertion date.

Minimum black and white R. O. P. advertisements one column, 35 lines deep. Can use plates or mats of standard 2-inch width column sizes.

2042

1318

5—COMIC SECTION, Sunday

a. Color only—(one to three primary colors and black)

	Full Page	3/8 Page	Half Page	Third Page
Open	1,100.00	732.00	570.00	400.00

Discounts:
6 to 25 insertions within one year 2%
26 to 38 insertions within one year 4%
39 to 51 insertions within one year 5%
52 or more insertions within one year 7%

All insertions billed at open rate until discount is earned. When orders are placed through Metropolitan Group please refer to that listing.

(Strips black and white only)

21 Lines	14 Lines
96.00	64.00

b. All copy must be accepted 7 columns of 172, 168, 126, 90, 21 or 14 lines deep. No other sizes accepted.

c. All copy for comic section must be complete, ready for release two weeks in advance of publication.

6—CLASSIFICATIONS

a. AMUSEMENTS, POLITICAL and PUBLIC OPINION. Flat net per agate line:

Morning & Evening 75c
Sunday 75c

b. CLASSIFIED ADVERTISING.

Morning & Evening 42c
Sunday 45c

Minimum space 2 lines. Count 5 average words to line.

NOTICES—Minimum space 10 lines.

c. All Special Notices, Proposals, Bids, 45c per line Morning and Evening, 45c per line Sunday.

d. Contracts will be accepted for a period of one year only, but will be cancelled if copy is not inserted within thirty days from date of contract.

7—COMMISSION AND CASH DISCOUNT

a. Agency commission 15 per cent.

b. Cash discount 2 per cent on the net to advertising agencies only.

e. Payment and cash discount date, 15th of month following service. Discount not contingent upon checking copies: All checking proofs furnished by Advertising Checking Bureau, Inc., 70 Madison Avenue, New York; 536 South Clark Street, Chicago; 909 Sansome Street, San Francisco.

8—CIRCULATION

a. Member of Audit Bureau of Circulations.
b. Metropolitan newspaper, daily morning, evening and Sunday morning.

c. The largest circulation in the city of New Orleans, the state of Louisiana and the trading territory of New Orleans.

9—MISCELLANEOUS

a. Established—The Times-Picayune, 1837—New Orleans States, 1880.

b. Associated Press Service Morning, Evening and Sunday. Exclusive Associated Press Service Morning and Sunday. Exclusive Associated Press WIREPHOTO Service Morning, Evening and Sunday. Chicago Tribune and New York News direct leased wire Morning, Evening and Sunday.

c. Subscription price by carrier in New Orleans yearly. Morning and Sunday—$14.50. Morning only—$10.40. Evening only—$10.40. Evening and Sunday—$14.50. Per copy morning—5c. Evening—5c. Sunday—10c.

d. Amusement and Book pages Sunday.

e. The Times-Picayune Publishing Co. accepts no trade contracts, no questionable financial or medical advertising.

f. The publisher reserves the right to revise or reject, at his option, any advertisement which is deemed objectionable, either in its subject matter or phraseology, or is opposed to the policy of the paper.

g. No advertisement will be cancelled after having appeared in any edition of the issue for which it was ordered.

h. During the contract year or at the expiration of contract, if the advertiser has used space sufficient to earn a lower rate than that contracted for, The Times-Picayune Publishing Company will reimburse the advertiser the difference between the amount paid and the rate earned. If amount of lines contracted for is not used within the contract year, the advertiser agrees to pay The Times-Picayune Publishing Company the difference between the rate paid and the rate earned as printed in this general rate card. Contracts for one year must read, "One year from date of contract." If actual service is not begun on a contract within 30 days from its date it will be cancelled and a new contract required at existing rates. The Times-Picayune Publishing Company is not responsible for imperfect printing from cuts, half-tones, etc., or imperfect impression of key numbers or letters or for errors in mats or electros.

Tolls on all advertisements sent by telegraph payable by advertiser.

i. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which The Times-Picayune Publishing Company may be responsible, in any advertisement beyond the cost of the space actually occupied by the error.

j. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement.

k. Agencies and advertisers forwarding orders which contain incorrect rates or conditions are hereby advised that the advertising called for will be inserted and charged at the regular schedule of rates now in force and in accordance with the regulations in this rate card. A failure to make an order correspond in price or rules to the rate card will be regarded only as a clerical error and the advertising will be inserted without further notification.

Morning, Evening and Sunday.

e. Subscription price by carrier in New Orleans yearly. Morning and Sunday—$14.50. Morning only—$10.40. Evening only—$10.40. Evening and Sunday—$14.50. Per copy morning—5c. Evening—5c. Sunday—10c.

d. Amusement and Book pages Sunday.

e. The Times-Picayune Publishing Co. accepts no trade contracts, no questionable financial or medical advertising.

f. The publisher reserves the right to revise or reject, at his option, any advertisement which is deemed objectionable, either in its subject matter or phraseology, or is opposed to the policy of the paper.

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Tolls on all advertisements sent by telegraph payable by advertiser.

i. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which The Times-Picayune Publishing Company may be responsible, in any advertisement beyond the cost of the space actually occupied by the error.

j. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement.

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m. The Times-Picayune Publishing Company,
L. K. Nicholson, President.
Y. P. Nicholson, Vice-President.
C. H. Hyams III, Vice-President.
John F. Time, Jr., Vice-President and Business Mgr.
L. F. Blackburn, Assistant Business Manager.
A. F. Murray, Advertising Director.
Roland Ladreyt, Mgr. General Advertising.
N. R. Swayne, Adv. Mgr., New Orleans States.
D. W. Coleman, Circulation Manager.
Geo. W. Healy, Mg. Editor, The Times-Picayune.
Wm. H. Fitzpatrick, Mg. Editor, New Orleans States.

GENERAL REPRESENTATIVES:

Moss, Rothenberg & Jann, Inc., New York, 366 Madison Ave.; Chicago, 360 N. Michigan Blvd.; Detroit, General Motors Bldg.; Atlanta, Palmer Bldg.; San Francisco, 111 Sutter St.

All rates quoted by the above representatives must conform in every particular with the rates on this card.

(Prepared in conformity with "Standard Rate Card" of American Association of Advertising Agencies.)

The Times-Picayune

MORNING AND SUNDAY

NEW ORLEANS STATES

EVENING

2043

Government Exhibit 26

NEW ORLEANS, LA.

Published by
The Times-Picayune
Publishing Co.

The Times-Picayune
Every Week-Day Morning
New Orleans States
Every Week-Day Evening
The Times-Picayune N. O. States
Every Sunday Morning

Published
See Under Title

Issued Feb. 1, 1946
In Effect May 1, 1946

1—GENERAL ADVERTISING

a. BLACK AND WHITE

Rates per agate line—	Morn.	Eve.	Morn. & Eve.	Sun.
Open	.32	.20	.45	.48
5,000 lines in 1 yr.	.31	.19	.43⅛	.47
10,000 lines in 1 yr.	.30	.18	.42	.46
20,000 lines in 1 yr.	—	—	.41⅛	.45
30,000 lines in 1 yr.	—	—	.41	.44
50,000 lines in 1 yr.	—	—	.40	.43

b. Combination rates are optional. Volume bracket will be determined by amount of linage placed in each unit or combination of units at the rate quoted. Not more than 10,000 lines of morning or evening individual space can be applied towards earning a lower rate. In order to earn the 20,000-line rate, at least 10,000 lines must be run combination or Sunday; to earn the 30,000-line rate, at least 20,000 lines must run combination or Sunday, and to earn the 50,000-line rate, at least 40,000 lines must run combination or Sunday. No rebates will be paid unless contract is placed at time of initial insertion.

c. Advertisements run at the combination rates may first appear in any paper but succeeding insertions must follow within three days. Same size advertisement and same copy.

d. Publisher reserves the right to change the rates in contracts on 60 days' written notice and all contracts are accepted subject to this reservation. The advertiser may readjust his schedule without penalty if he so desires. All orders for General Advertising must include five-day option.

e. COLOR. Full pages, 2400 lines—
1 color and black ..... 20% additional
2 colors and black ..... 25% additional
3 colors and black ..... 30% additional
Less than full page, 1000 lines minimum—
1 color and black ..... 25% additional
2 colors and black ..... 30% additional
3 colors and black ..... 35% additional

f. Full run General contract advertisers may apply magazine and comic section linage, color and black and white, to the fulfillment of their black and white contracts.

g. DAILY COMIC STRIP ADVERTISING
35 or 70 lines deep across 5 columns acceptable for daily comic page at regular black and white rate. Minimum schedule 13 times in 13 weeks. Alcoholic beverages, proprietary remedies and tobacco advertising not accepted.

h. SPECIAL POSITIONS (Publisher's option)
Next to or following reading 10% additional
Special pages ..... 20% additional
Full position ..... 30% additional
Page 2 or 3 (when available) 50% additional
No preferred position sold for medical advertisements.
Minimum for position advertisements, 42 lines.

2—READING NOTICES

a. Readers, R. O. P., but not first, last, editorial or city pages—

	Morning	Evening	Sunday
Flat rate, per count line	$1.00	50c	$1.25

b. Minimum 3 lines each insertion.
The full word "Advertisement" must follow all reading notices and must be included in count of lines and charge. Five ordinary words to the line.

3—MECHANICAL REQUIREMENTS

a. Width of column 2". Each additional column 2⅛".
b. Depth of column 300 agate lines.
c. Eight columns to a page.
d. Double truck, 17 columns, 34 1-4 inches wide. 21 7-16 inches in depth.
e. Full page type space 16 1-2 inches by 21 7-16 inches.
f. Black and white advertising intended for all editions of Sunday issue must be received by 6 p. m. Thursday.
All copy measuring over 280 lines in depth will be set and charged 300 lines.
g. Half-tone screen required, 65 lines.
h. Can use mats and unmounted 11-point electrotypes. A minimum charge will be made for artwork and cuts supplied to advertisers.
The right is reserved to reject or lighten borders, type or cuts.
Composition: A charge of 25c per inch will be made for advertisements set up and not inserted. Advertisers are allowed one setting and one revision. All revisions after the first will be charged for at cost of labor.

d. Publisher reserves the right to change the rates in contracts on 60 days' written notice and all contracts are accepted subject to this reservation. The advertiser may readjust his schedule without penalty if he so desires. All orders for General Advertising must include five-day option.

Full position ..... 30% additional
Page 2 or 3 (when available) 50% additional
No preferred position sold for medical advertisements.
Minimum for position advertisements, 42 lines.

2—READING NOTICES

a. Readers, R. O. P., but not first, last, editorial or city pages—

	Morning	Evening	Sunday
Flat rate, per count line	$1.00	50c	$1.25

b. Minimum 2 lines each insertion.
The full word "Advertisement" must follow all reading notices and must be included in count of lines and charge. Five ordinary words to the line.

3—MECHANICAL REQUIREMENTS

a. Width of column 2". Each additional column 2⅛".
b. Depth of column 300 agate lines.
c. Eight columns to a page.
d. Double truck, 17 columns, 34 1-4 inches wide. 21 7-16 inches in depth.
e. Full page type space 16 1-2 inches by 21 7-16 inches.
f. Black and white advertising intended for all editions of Sunday issue must be received by 6 p. m. Thursday.
All copy measuring over 280 lines in depth will be set and charged 300 lines.
g. Half-tone screen required, 65 lines.
h. Can use mats and unmounted 11-point electrotypes. A minimum charge will be made for artwork and cuts supplied to advertisers.
The right is reserved to reject or lighten borders, type or cuts.
Composition: A charge of 25c per inch will be made for advertisements set up and not inserted. Advertisers are allowed one setting and one revision. All revisions after the first will be charged for at cost of labor.
i. Minimum depth R. O. P. 1 col. 1", 2 col. 2", 3 col. 3⅛", 4 col. 5", 5 col. 7", 6 col. 9", 7 col. 10", 8 col. 11".

4—CLASSIFICATIONS

a. CLASSIFIED ADVERTISING:

Morning & Evening 45c
Sunday 48c

Minimum space 2 lines. Count 5 average words to line.

NOTICES—Minimum space 10 lines.
b. All Special Notices, Proposals, Bids, 45c per line Morning and Evening, 48c per line Sunday.
c. AMUSEMENTS, POLITICAL and PUBLIC OPINION flat net per agate line:
Morning & Evening 75c
Sunday 75c

5—COMIC SECTION, Sunday

a. Color only—(one to three primary colors and black)

	Full Page	2/3 Page	Half Page	Third Page
Open	$1,100.00	$840.00	$660.00	$535.00

Discounts:
6 to 25 insertions within one year 3%
26 to 38 insertions within one year 4%
39 to 51 insertions within one year 5%
52 or more insertions within one year 7%
All insertions billed at open rate until discount is earned.

(Strips black and white only)

21 Lines	14 Lines
$103.00	$70.00

b. All copy must be across 7 columns of 272, 182, 136, 90, 21 or 14 lines deep. No other sizes accepted.
c. All copy for comic section must be complete, ready for release two weeks in advance of publication.
When orders are placed through Metropolitan Group please refer to that listing.

1320

6—SUNDAY MAGAZINE SECTION

First Issue Sunday, May 9, 1943

(Rotogravure)

MONOTONE	Open.	7 ts	13 ts	26 ts	52 ts
Full Page	$650	$630	$618	$600	$585
3/5 Page	396	384	378	368	356
1/2 Page	335	325	318	310	300
2/5 Page	272	264	258	253	244
1 Col.	138	134	131	128	124
Less than 1 Col. per line	.70	.68	.66⅔	.65	.63

FULL COLOR—from fully retouched positives furnished by advertiser.

Full Page	$850	$830	$815	$800	$785
3/5 Page	596	584	576	568	556
1/2 Page	535	525	518	510	500
2/5 Page	472	464	458	453	444

SPOT OR DUOTONE

Full Page	$710	$690	$678	$660	$645
3/5 Page	458	444	436	428	418
1/2 Page	395	385	378	370	360
2/5 Page	332	324	318	313	304

Where one advertiser runs schedule of varying sizes, total number of insertions determines price bracket for each size. Ads that do not fit specified unit sizes charged at rate per line applicable to next smallest unit.

If publisher is required to produce fully retouched color positives, cost must be paid by advertiser ($120.00 per set). However the same positives may be used in the Louisville Courier-Journal, Atlanta Journal and Columbus (Ohio) Dispatch at no extra cost.

If advertiser does not use the number of insertions specified in the contract, he will be billed in addition to the rate charged, the difference between that rate and the rate actually earned based on the above schedules. If sufficient space and frequency is used during the life of the contract to earn a lower rate, advertiser will be rebated on the same schedule.

COPY SIZES:

50 lines on 1 or 2 columns
75 lines on 1, 2 or 3 columns
100 lines on 1, 2, 3, 4 or 5 columns
125 lines on 1, 2 or 3 columns
150 lines on 1, 2 or 3 columns
200 lines on 1, 2, 3 or 5 columns

MECHANICAL REQUIREMENTS:

Page size 5 columns (13 ems) x 200 lines (14⅛") deep —1000 lines to the page. Minimum size: Monotone, 50 lines by single column—Color, 2/5 page.

CLOSING DATES:

For full color, reservations six weeks in advance (subject to availability). Fully retouched positives and necessary color guides must be received by the Standard Gravure Corporation, Louisville, Kentucky, 27 days in advance of publication.

POSITION—Not sold.

7—COMMISSION AND CASH DISCOUNT.

a. Agency commission 15 per cent.

b. Cash discount 2 per cent on the net to advertising agencies only.

c. Payment and cash discount date, 15th of month following service. Discount not contingent upon checking copies: All checking proofs furnished by Advertising Checking Bureau, Inc., 79 Madison Avenue, New York; 538 South Clark Street, Chicago; 500 Sansome Street, San Francisco.

8—BUY-LINES

The Times-Picayune carries the syndicated column of Nancy Sasser and Phil Sasser in its Sunday issue in conjunction with other metropolitan papers. (See Standard Rate and Data Service.)

9—CIRCULATION

a. Member of Audit Bureau of Circulations.

b. Metropolitan newspaper, daily morning, evening and Sunday morning.

c. Subscription price by carrier in New Orleans yearly. Morning and Sunday—$14.50. Morning only—$10.40. Evening only—$10.40. Evening and Sunday—$14.50. Per copy morning—5c. Evening—5c. Sunday—10c.

10—MISCELLANEOUS

a. Established—The Times-Picayune, 1837—New Orleans States, 1880.

b. Associated Press Service Morning, Evening and Sunday. Exclusive Associated Press Service Morning and Sunday. Exclusive International News Service Morning, Evening and Sunday. Exclusive Associated Press WIREPHOTO Service Morning, Evening and Sunday. Chicago Tribune and New York News direct leased wire Morning, Evening and Sunday.

c. No advertisement will be cancelled after having appeared in any edition of the issue for which it was ordered.

d. During the contract year or at the expiration of contract, if the advertiser has used space sufficient to earn a lower rate than that contracted for, The Times-Picayune Publishing Company will reimburse the advertiser the difference between the amount paid and the rate earned. If amount of lines contracted for is not used within the contract year, the advertiser agrees to pay The Times-Picayune Publishing Company the difference between the rate paid and the rate earned as printed in this general rate card. Contracts for one year must read, "One year from date of contract." If actual service is not begun on a contract within 30 days from its date it will be cancelled and a new contract required at existing rates.

e. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which The Times-Picayune Publishing Company may be responsible, in any advertisement beyond the cost of the space actually occupied by the error.

f. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement.

g. The receipt of orders shall be construed by publisher as acceptance of all conditions of this rate card.

THE TIMES-PICAYUNE PUBLISHING COMPANY,

L. K. Nicholson, President.
Y. P. Nicholson, Vice-President.
C. H. Hyams III, Vice-President.
John F. Time, Jr., Vice-President and Business Mgr.
Geo. W. Healy, Vice-Pres. and Mg. Editor, The Times-Picayune.
L. F. Blackburn, Assistant Business Manager.
A. F. Murray, Advertising Director.
Roland Ladreyt, Mgr. General Advertising.
Wm. H. Fitzpatrick, Editor, New Orleans States.
Frank C. Allen, Mg. Editor, New Orleans States.
N. R. Swayne, Adv. Mgr. New Orleans States.

GENERAL REPRESENTATIVES:

Jann and Kelley, Inc., New York, 366 Madison Ave.; Chicago, 360 N. Michigan Blvd.; Detroit, General Motors Bldg.; Atlanta, Palmer Bldg.; San Francisco, 111 Sutter St.

All rates quoted by the above representatives must conform in every particular with the rates on this card.

(Prepared in conformity with "Standard Rate Card" of American Association of Advertising Agencies.)

2045

Government Exhibit 27

NEW ORLEANS, LA.

Published by
The Times-Picayune
Publishing Co.

The Times-Picayune
Every Week-Day Morning
New Orleans States
Every Week-Day Evening
The Times-Picayune N. O. States
Every Sunday Morning

Published
See Under Title

Issued Dec. 1, 1946
In Effect May 1, 1947

1—GENERAL ADVERTISING

a. BLACK AND WHITE

Rates per agate line—	Morn.	Eve.	Morn. & Eve.	Sun.
OPEN	.35	.22	.50	.52
5,000 lines in 1 yr.	.34	.21	.48½	.51
10,000 lines in 1 yr.	.33	.20	.47	.50
20,000 lines in 1 yr.	—	—	.46½	.49
30,000 lines in 1 yr.	—	—	.46	.48
52,000 lines in 1 yr.	—	—	.45	.47

b. Combination rates are optional. Volume bracket will be determined by amount of linage placed in each unit or combination of units at the rate quoted. Not more than 10,000 lines of morning or evening individual space can be applied towards earning a lower rate. In order to earn the 30,000-line rate, at least 10,000 lines must be run combination or Sunday; to earn the 20,000-line rate, at least 20,000 lines must run combination or Sunday, and to earn the 52,000-line rate, at least 40,000 lines must run combination or Sunday. No rebates will be paid unless contract is placed at time of initial insertion.

c. Advertisements run at the combination rates may first appear in any paper but succeeding insertions must follow within three days. Same size advertisement and same copy.

d. Publisher reserves the right to change the rates in contracts on 30 days' writing notice and all contracts are accepted subject to this reservation. The advertiser may readjust his schedule without penalty if he so desires. All orders for General Advertising must include five-day option.

e. COLOR. Full pages, 3400 lines—

1 color and black ..... 30% additional
2 colors and black ..... 35% additional
3 colors and black ..... 50% additional

Less than full page, 1000 lines minimum—

1 color and black ..... 35% additional
2 colors and black ..... 40% additional
3 colors and black ..... 55% additional

f. General contract advertisers may apply magazine and/or comic section linage to the fulfillment of their R. O. P. contracts. However, rates for R. O. P. advertising will be governed solely by R. O. P. contracts and not by magazine and/or comic section contracts.

g. DAILY COMIC STRIP ADVERTISING

35 or 70 lines deep across 5 columns acceptable for daily comic page at regular black and white rate. Minimum schedule 13 times in 13 weeks. Alcoholic beverages, proprietary remedies and tobacco advertising not accepted.

h. SPECIAL POSITIONS (Publisher's option)

Next to or following reading 10% additional
Special pages ..... 20% additional
Full position ..... 20% additional
Page 2 or 3 (when available) 50% additional
No preferred position sold for insertions of less than 400 lines.
Minimum for position advertisements, 42 lines.

2—READING NOTICES

a. Readers, R. O. P., but not first, last, editorial or city pages—

	Morning	Evening	Sunday
Flat rate, per count line	$1.00	80c	$1.25

b. Minimum 2 lines each insertion.
The full word "Advertisement" must follow all reading notices and must be included in count of lines and charge. Five ordinary words to the line.

3—MECHANICAL REQUIREMENTS

a. Width of column 2". Each additional column 2⅛".
b. Depth of column 300 agate lines.
c. Eight columns to a page.
d. Double truck, 17 columns, 34 1-6 inches wide. 21 7-16 inches in depth.
e. Full page type space 12 1-2 inches by 21 7-16 inches.
f. Black and white advertising intended for all editions of Sunday issue must be received by 6 p. m. Thursday.
All copy measuring over 300 lines in depth will be cut as charged 300 lines. Advertising orders must indicate width in columns and exact depth in lines. All advertising measured and billed from cut-off rule to cut-off rule.

g. Half-tone screen required, 65 lines.

h. Can use mats and unmounted 11-point electrotypes. A minimum charge will be made for artwork and cuts supplied to advertisers.
The right is reserved to reject or lighten borders, type or cuts.
Composition: A charge of 25c per inch will be made for advertisements set up and not inserted. Advertisers are allowed one setting and one revision. All revisions after the first will be charged for at cost of labor.

i. Minimum depth R. O. P. 1 col. 1", 2 col. 2", 3 col. 2½", 4 col. 3", 5 col. 7", 6 col. 9", 7 col. 10", 8 col. 11".

4—CLASSIFICATIONS

a. CLASSIFIED ADVERTISING:

Morning & Evening 50c
Sunday 52c

Minimum space 3 lines. Count 6 average words to line.

NOTICES—Minimum space 10 lines.
b. All Special Notices, Proposals, Bids, 54c per line Morning and Evening, 55c per line Sunday.
c. AMUSEMENTS, POLITICAL and PUBLIC OPINION: flat net per agate line:
Morning & Evening 75c
Sunday 75c

5—COMIC SECTION, Sunday

a. Color only—(one to three primary colors and black)

	Full	3/4	Half	Third
Rate	$1,000	$750	$500	$333

(Strips black and white only)

	21 Lines	14 Lines
	($168.00)	$70.00

b. All copy must be screen 7 columns of 272, 182, 136, 90, 21 or 14 lines deep. No other sizes accepted.
c. All copy for comic section must be complete, ready for Mission two weeks in advance of publication. When copies are mailed through Metropolitan Group please mail to that listing.

6—SUNDAY MAGAZINE SECTION

First Issue Sunday, May 5, 1946
(Rotogravure)

	Open	7 ts	13 ts	26 ts	52 ts
MONOTONE					
Full Page	$850	$830	$815	$800	$785
3/5 Page	306	304	378	368	356
1/2 Page	335	325	318	310	300
2/5 Page	272	264	258	253	244
1 Col.	138	134	131	128	124
Less than 1 Col. per line	.70	.68	.66¼	.65	.63
FULL COLOR—from fully retouched positives furnished by advertiser.					
Full Page	$850	$830	$815	$800	$785
3/5 Page	596	584	578	568	556
1/2 Page	535	525	518	510	500
2/5 Page	472	464	458	453	444
SPOT OR DUOTONE					
Full Page	$710	$690	$678	$660	$645
3/5 Page	456	444	436	428	416
1/2 Page	395	385	378	370	360
2/5 Page	332	324	318	313	304

Where one advertiser runs schedule of varying sizes, total number of insertions determines price bracket for each size.

If publisher is required to produce fully retouched color positives, cost must be paid by advertiser ($130.00 per set). However the same positives may be used in the Louisville Courier-Journal, Atlanta Journal, Columbus (Ohio) Dispatch, Nashville Tennessean and Houston Chronicle at no extra cost.

COPY SIZES:

50 lines on 1 or 2 columns
75 lines on 1, 2 or 3 columns
100 lines on 1, 2, 3, 4 or 5 columns
125 lines on 1, 2 or 3 columns
150 lines on 1, 2 or 3 columns
200 lines on 1, 2, 3 or 5 columns

MECHANICAL REQUIREMENTS:

Page size 5 columns (13 ems) x 200 lines (14¼") deep —1000 lines to the page. Minimum size: Monotone, 50 lines by single column—Color, 2/5 page.

CLOSING DATES:

Final closing date six weeks in advance. Copy and printing material must be in Louisville (Standard Gravure Corp.) five weeks preceding publication date. No cancellations accepted after final closing date.

POSITION—Not sold.

7—COMMISSION AND CASH DISCOUNT

a. Agency commission 15 per cent.

b. Cash discount 2 per cent on the net to advertising agencies only.

c. Payment and cash discount date, 15th of month following service. Discount not contingent upon checking copies: All checking proofs furnished by Advertising Checking Bureau, Inc., 70 Madison Avenue, New York; 625 South Clark Street, Chicago; 16 First Street, San Francisco.

8—BUY-LINES

The Times-Picayune carries the syndicated columns of Nancy Sasser daily and Sunday, and Phil Sasser Sunday in conjunction with other metropolitan papers. (See Standard Rate and Data Service.)

9—CIRCULATION

a. Member of Audit Bureau of Circulations.

b. Metropolitan newspaper, daily morning, evening and Sunday morning.

c. Subscription price by carrier in New Orleans proper. Morning and Sunday—$18.20. Morning only—$13.00. Evening only—$13.00. Evening and Sunday—$18.20. Per copy morning—5c. Evening—5c. Sunday—15c.

10—MISCELLANEOUS

a. Established—The Times-Picayune, 1837—New Orleans States, 1880.

b. Associated Press Service Morning, Evening and Sunday. Exclusive Associated Press Service Morning and Sunday. Exclusive International News Service Morning, Evening and Sunday. Exclusive Associated Press WIREPHOTO Service Morning, Evening and Sunday. Chicago Tribune and New York News direct leased wire Morning, Evening and Sunday.

c. No advertisement will be cancelled after having appeared in any edition of the issue for which it was ordered.

d. During the contract year or at the expiration of contract, if the advertiser has used space sufficient to earn a lower rate than that contracted for, The Times-Picayune Publishing Company will reimburse the advertiser the difference between the amount paid and the rate earned. If amount of lines contracted for is not used within the contract year, the advertiser agrees to pay The Times-Picayune Publishing Company the difference between the rate paid and the rate earned as printed in this general rate card. Contracts for one year must read, "One year from date of contract." If actual service is not begun on a contract within 30 days from the date it will be cancelled and a new contract required at existing rates.

e. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which The Times-Picayune Publishing Company may be responsible, in any advertisement beyond the cost of the space actually occupied by the error.

f. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement.

g. The receipt of orders shall be construed by publisher as acceptance of all conditions of this rate card.

THE TIMES-PICAYUNE PUBLISHING COMPANY,
L. K. Nicholson, President.
T. P. Nicholson, Vice-President.
C. M. Hyams III, Vice-President.
John P. Time, Jr., Vice-President and Business Mgr.
Geo. W. Healy, Vice-Pres. and Mg. Editor, The Times-Picayune.
L. F. Blackburn, Assistant Business Manager.
A. F. Murray, Advertising Director.
Roland Ladreyt, Mgr. General Advertising.
Wm. H. Fitzpatrick, Editor, New Orleans States.
Frank C. Allen, Mg. Editor, New Orleans States.
W. R. Swayne, Adv. Mgr. New Orleans States.

GENERAL REPRESENTATIVES:

Jann and Kelley, Inc., New York, 286 Madison Ave.; Chicago, 360 N. Michigan Blvd.; Detroit, General Motors Bldg.; Atlanta, Palmer Bldg.; San Francisco, 111 Sutter St.; 3404 W. Seventh St., Los Angeles 5, Cal.

All rates quoted by the above representatives must conform in every particular with the rates on this card.

(Prepared in conformity with "Standard Rate Card" of American Association of Advertising Agencies.)

by advertiser.

Full Page	$850	$830	$815	$800	$785
3/5 Page	596	584	578	568	556
1/2 Page	535	525	518	510	500
2/5 Page	472	464	458	453	444
SPOT OR DUOTONE					
Full Page	$710	$690	$678	$660	$645
3/5 Page	456	444	436	428	416
1/2 Page	395	385	378	370	360
2/5 Page	332	324	318	313	304

Where one advertiser runs schedule of varying sizes, total number of insertions determines price bracket for each size.

MECHANICAL REQUIREMENTS:

Page size 5 columns (13 ems) x 200 lines (14¼") deep —1000 lines to the page. Minimum size: Monotone, 50 lines by single column—Color, 2/5 page.

CLOSING DATES:
Final closing date six weeks in advance. Copy and printing material must be in Louisville (Standard Gravure Corp.) five weeks preceding publication date. No cancellations accepted after final closing date.

POSITION—Not sold.

7—COMMISSION AND CASH DISCOUNT

a. Agency commission 15 per cent.

b. Cash discount 2 per cent on the net to advertising agencies only.

c. Payment and cash discount date, 15th of month following service. Discount not contingent upon checking copies: All checking proofs furnished by Advertising Checking Bureau, Inc., 70 Madison Avenue, New York; 625 South Clark Street, Chicago; 16 First Street, San Francisco.

8—BUY-LINES

The Times-Picayune carries the syndicated columns of Nancy Sasser daily and Sunday, and Phil Sasser Sunday in conjunction with other metropolitan papers. (See Standard Rate and Data Service.)

9—CIRCULATION

a. Member of Audit Bureau of Circulations.

b. Metropolitan newspaper, daily morning, evening and Sunday morning.

c. Subscription price by carrier in New Orleans proper. Morning and Sunday—$18.20. Morning only—$13.00. Evening only—$13.00. Evening and Sunday—$18.20. Per copy morning—5c. Evening—5c. Sunday—15c.

10—MISCELLANEOUS

a. Established—The Times-Picayune, 1837—New Orleans States, 1880.

b. Associated Press Service Morning, Evening and Sunday. Exclusive Associated Press Service Morning and Sunday. Exclusive International News Service Morning, Evening and Sunday. Exclusive Associated Press WIREPHOTO Service Morning, Evening and Sunday. Chicago Tribune and New York News direct leased wire Morning, Evening and Sunday.

c. No advertisement will be cancelled after having appeared in any edition of the issue for which it was ordered.

d. During the contract year or at the expiration of contract, if the advertiser has used space sufficient to earn a lower rate than that contracted for, The Times-Picayune Publishing Company will reimburse the advertiser the difference between the amount paid and the rate earned. If amount of lines contracted for is not used within the contract year, the advertiser agrees to pay The Times-Picayune Publishing Company the difference between the rate paid and the rate earned as printed in this general rate card. Contracts for one year must read, "One year from date of contract." If actual service is not begun on a contract within 30 days from the date it will be cancelled and a new contract required at existing rates.

e. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which The Times-Picayune Publishing Company may be responsible, in any advertisement beyond the cost of the space actually occupied by the error.

f. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement.

g. The receipt of orders shall be construed by publisher as acceptance of all conditions of this rate card.

THE TIMES-PICAYUNE PUBLISHING COMPANY,
L. K. Nicholson, President.
T. P. Nicholson, Vice-President.
C. M. Hyams III, Vice-President.
John P. Time, Jr., Vice-President and Business Mgr.
Geo. W. Healy, Vice-Pres. and Mg. Editor, The Times-Picayune.
L. F. Blackburn, Assistant Business Manager.
A. F. Murray, Advertising Director.
Roland Ladreyt, Mgr. General Advertising.
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GENERAL REPRESENTATIVES:

Jann and Kelley, Inc., New York, 286 Madison Ave.; Chicago, 360 N. Michigan Blvd.; Detroit, General Motors Bldg.; Atlanta, Palmer Bldg.; San Francisco, 111 Sutter St.; 3404 W. Seventh St., Los Angeles 5, Cal.

All rates quoted by the above representatives must conform in every particular with the rates on this card.

(Prepared in conformity with "Standard Rate Card" of American Association of Advertising Agencies.)

Government Exhibit 28.

NEW ORLEANS, LA.

Published by
The Times-Picayune Publishing Co.

The Times-Picayune
Every Week-Day Morning
New Orleans States
Every Week-Day Evening
The Times-Picayune N. O. States
Every Sunday Morning

Published
See Under Title

Issued Feb. 1, 1948
In Effect May 1, 1948

1—GENERAL ADVERTISING

a. BLACK AND WHITE

Rates per agate line—	Morn.	Eve.	Morn. & Eve.	Sun.
OPEN	.37	.23	.53	.55
5,000 lines in 1 yr	.36½	.22	.51½	.54
10,000 lines in 1 yr.	.35	.21	.50	.53
20,000 lines in 1 yr.	—	—	.49½	.52
30,000 lines in 1 yr.	—	—	.49	.51
50,000 lines in 1 yr.	—	—	.48	.50

b. Combination rates are optional. Volume bracket will be determined by amount of linage placed in each unit or combination of units at the rate quoted. Not more than 10,000 lines of morning or evening individual space can be applied towards earning a lower rate. In order to earn the 20,000-line rate, at least 10,000 lines must be run combination or Sunday; to earn the 30,000-line rate, at least 20,000 lines must run combination or Sunday, and to earn the 50,000-line rate, at least 40,000 lines must run combination or Sunday. No rebates will be paid unless contract is placed at time of initial insertion.

c. Advertisements run at the combination rates may first appear in any paper but succeeding insertions must follow within three days. Same size advertisement and same copy.

d. Publisher reserves the right to change the rates in contracts on 60 days' written notice and all contracts are accepted subject to this reservation. The advertiser may readjust his schedule without penalty if he so desires. All orders for General Advertising must include five-day option.

e. COLOR. Full pages, 2400 lines—

1 color and black	20% additional
2 colors and black	25% additional
3 colors and black	30% additional

Less than full page, 1000 lines minimum—

1 color and black	25% additional
2 colors and black	30% additional
3 colors and black	35% additional

f. General contract advertisers may apply magazine and/or comic section linage to the fulfillment of their R. O. P. contracts. However, rates for R. O. P. advertising will be governed solely by R. O. P. contracts and not by magazine and/or comic section contracts.

g. DAILY COMIC STRIP ADVERTISING

35 or 70 lines deep across 4 columns acceptable for daily comic page at regular black and white rate. Minimum schedule 13 times in 13 weeks. Alcoholic beverages, proprietary remedies and tobacco advertising not accepted.

h. SPECIAL POSITIONS (Publisher's option)

Next to or following reading	10% additional
Special pages	20% additional
Full position	30% additional
Page 2 or 3 (when available)	50% additional

No preferred position sold for medical advertisements.
Minimum for position advertisements, 42 lines.

2—READING NOTICES

a. Readers, R. O. P., but not first, last or editorial pages.

	Morning	Evening	Sunday
Flat rate, per count line	$1.00	50c	$1.25

b. Minimum 2 lines each insertion.
The full word "Advertisement" must follow all reading notices and must be included in count of lines and charge. Five ordinary words to the line.

3—MECHANICAL REQUIREMENTS

a. Width of column 2". Each additional column 2⅛".
b. Depth of column 300 agate lines.
c. Eight columns to a page.
d. Double truck, 17 columns, 34 1-4 inches wide. 21 7-16 inches in depth.
e. Full page type space 16 1-2 inches by 21 7-16 inches.
f. Black and white advertising intended for all editions of Sunday issue must be received by 6 p. m. Thursday.
All copy measuring over 280 lines in depth will be set and charged 300 lines. Advertising orders must indicate width in columns and exact depth in inches. All advertising measured and billed from cut-off rule to cut-off rule.

g. Half-tone screen required, 65 lines.

h. Can use mats and unmounted 11-point electrotypes. A minimum charge will be made for artwork and cuts supplied to advertisers.
The right is reserved to reject or lighten borders, type or cuts.
Composition: A charge of 25c per inch will be made for advertisements set up and not inserted. Advertisers are allowed one setting and one revision. All revisions after the first will be charged for at cost of labor.

i. Minimum depth R. O. P. 1 col. 1", 2 col. 2", 3 col. 3½", 4 col. 5", 5 col. 7", 6 col. 9", 7 col. 10", 8 col. 11".

4—CLASSIFICATIONS

a. CLASSIFIED ADVERTISING:
Morning & Evening....53c; Sunday....55c
Minimum space 2 lines. Count 5 average words to line.
NOTICES—Minimum space 10 lines.

b. All Special Notices, Proposals, Bids, 53c per line Morning and Evening, 55c. per line Sunday.

c. AMUSEMENTS, POLITICAL and PUBLIC OPINION flat net per agate line:
Morning & Evening....75c; Sunday....75c

d. FINANCIAL, BANKS, INVESTMENT HOUSES

Rates per agate line—	Morn. & Eve.	Sunday
Open	53c	55c
5,000 lines in 1 year	51½c	54c
10,000 lines in 1 year	50c	53c
20,000 lines in 1 year	49½c	52c
30,000 lines in 1 year	49c	51c
50,000 lines in 1 year	48c	50c

Advertisements published Morning and Evening may first appear in any paper but succeeding insertions must follow within three days. Same size advertisement and same copy.

5—COMIC SECTION, Sunday

a. Color only—(one to three primary colors and black)

	Full Page	2/3 Page	Half Page	Third Page
Open	$1,210.00	$925.00	$725.00	$590.00

Discounts:

6 to 25 insertions within one year	3%
26 to 38 insertions within one year	4%
39 to 51 insertions within one year	5%
52 or more insertions within one year	7%

All insertions billed at open rate until discount is earned.

Strips, black and white only, 14 lines by 7 cols. $80.00

b. All copy must be across 7 columns of 272, 182, 136, 90 or 14 lines deep. No other sizes accepted.

c. All copy for comic section must be complete, ready for release two weeks in advance of publication.

When orders are placed through Metropolitan Group please refer to that listing.

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6—SUNDAY MAGAZINE SECTION
(Rotogravure)

MONOTONE	Per Line	Discounts (in One Year)	
50 to 150 lines	78c		
200 to 375 lines	77c	7 times	3%
400 to 450 lines	76c	13 times	5%
500 lines	75c	26 times	7%
600 lines	74c	52 times	10%
1000 lines	73c		

FULL COLOR—from fully retouched positives furnished by advertiser.

	Open	7 ts	13 ts	26 ts	52 ts
Full Page	$930	$908	$892	$879	$857
3/5 Page	644	631	622	613	600
1/2 Page	575	564	556	549	537
2/5 Page	504	496	489	483	474
SPOT OR DUOTONE					
Full Page	$790	$768	$752	$739	$717
3/5 Page	504	491	482	473	460
1/2 Page	435	424	416	409	397
2/5 Page	364	355	349	343	334

Where one advertiser runs schedule of varying sizes, total number of insertions determines price bracket for each size. Ads that do not fit specified unit sizes charged at rate per line applicable to next smallest unit.

No rebates will be paid unless contract is placed at time of initial insertion. If publisher is required to produce fully retouched color positives, cost must be paid by advertiser ($120.00 per set). However, the same positive may be used in the Louisville Courier-Journal, Atlanta Journal, Columbus (Ohio) Dispatch, Nashville Tennessean, Houston Chronicle, San Antonio Express and Indianapolis Star at no extra cost.

COPY SIZES:
50 lines on 1 or 2 columns
75 lines on 1, 2 or 3 columns
100 lines on 1, 2, 3 or 5 columns
125 lines on 1, 2 or 3 columns
150 lines on 1, 2 or 3 columns
200 lines on 1, 2, 3 or 5 columns

MECHANICAL REQUIREMENTS:
Page size 5 columns (12 ems) x 200 lines (14⅜") Gang —1000 lines to the page. Minimum size: Monotone, 50 lines by single column—Color, 2/5 page.

CLOSING DATES:
Final cancellation date or change in copy size (color or monotone) eight weeks in advance. Copy and material must be in Louisville (Standard Gravure Corp.) four weeks in advance.

POSITION—Not sold.

7—COMMISSION AND CASH DISCOUNT
a. Agency commission 15 per cent.
b. Cash discount 2 per cent on the net to advertising agencies only.
c. Payment and cash discount date, 15th of month following service. Discount not contingent upon checking copies: All checking proofs furnished by Advertising Checking Bureau, Inc., 79 Madison Avenue, New York; 535 South Clark Street, Chicago; 16 First Street, San Francisco.

8—BUY-LINES
The Times-Picayune carries the syndicated column of Nancy Basser daily and Sunday in conjunction with other metropolitan papers. (See Standard Rate and Data Service.)

JESSIE'S NOTEBOOK
The Times-Picayune and New Orleans States carry the syndicated column of Jessie DeBoth daily, in conjunction with other metropolitan papers. (See Standard Rate and Data Service.)

9—CIRCULATION
a. Member of Audit Bureau of Circulations.
b. Metropolitan newspaper, daily morning, evening and Sunday morning.
c. Subscription price by carrier in New Orleans yearly. Morning and Sunday—$18.20. Morning only—$13.00. Evening only—$13.00. Evening and Sunday—$18.20. Per copy morning 5c. Evening 5c. Sunday—15c.

10—MISCELLANEOUS
a. Established—The Times-Picayune, 1837—New Orleans States, 1880.
b. Associated Press Service Morning, Evening and Sunday. Exclusive Associated Press Service Morning and Sunday. Exclusive International News Service Morning, Evening and Sunday. Exclusive Associated Press WIREPHOTO Service Morning, Evening and Sunday. Chicago Tribune and New York News direct leased wire Morning, Evening and Sunday.
c. No advertisement will be cancelled after having appeared in any edition of the issue for which it was ordered.
d. During the contract year or at the expiration of contract, if the advertiser has used space sufficient to earn a lower rate than that contracted for, The Times-Picayune Publishing Company will reimburse the advertiser the difference between the amount paid and the rate earned. If amount of lines contracted for is not used within the contract year, the advertiser agrees to pay The Times-Picayune Publishing Company the difference between the rate paid and the rate earned as printed in this general rate card. Contracts for one year must read, "One year from date of contract." If actual service is not begun on a contract within 30 days from its date it will be cancelled and a new contract required at existing rates.
e. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which The Times-Picayune Publishing Company may be responsible, in any advertisement beyond the cost of the space actually occupied by the error.
f. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement.
g. The receipt of orders shall be construed by publisher as acceptance of all conditions of this rate card.

1/2 Page 575 564 556 549 537
2/5 Page 504 496 489 483 474
SPOT OR DUOTONE
Full Page $790 $768 $752 $739 $717
3/5 Page 504 491 482 473 460
1/2 Page 435 424 416 409 397
2/5 Page 364 355 349 343 334
Where one advertiser runs schedule of varying sizes, total number of insertions determines price bracket for each size. Ads that do not fit specified unit sizes charged at rate per line applicable to next smallest unit.
MECHANICAL REQUIREMENTS:
Page size 5 columns (12 ems) x 200 lines (14⅜") Gang —1000 lines to the page. Minimum size: Monotone, 50 lines by single column—Color, 2/5 page.
CLOSING DATES:
Final cancellation date or change in copy size (color or monotone) eight weeks in advance. Copy and material must be in Louisville (Standard Gravure Corp.) four weeks in advance.
POSITION—Not sold.
7—COMMISSION AND CASH DISCOUNT
a. Agency commission 15 per cent.
b. Cash discount 2 per cent on the net to advertising agencies only.
c. Payment and cash discount date, 15th of month following service. Discount not contingent upon checking copies: All checking proofs furnished by Advertising Checking Bureau, Inc., 79 Madison Avenue, New York; 535 South Clark Street, Chicago; 16 First Street, San Francisco.
8—BUY-LINES
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JESSIE'S NOTEBOOK
The Times-Picayune and New Orleans States carry the syndicated column of Jessie DeBoth daily, in conjunction with other metropolitan papers. (See Standard Rate and Data Service.)
9—CIRCULATION
a. Member of Audit Bureau of Circulations.
b. Metropolitan newspaper, daily morning, evening and Sunday morning.
c. Subscription price by carrier in New Orleans yearly. Morning and Sunday—$18.20. Morning only—$13.00. Evening only—$13.00. Evening and Sunday—$18.20. Per copy morning 5c. Evening 5c. Sunday—15c.
10—MISCELLANEOUS
a. Established—The Times-Picayune, 1837—New Orleans States, 1880.
b. Associated Press Service Morning, Evening and Sunday. Exclusive Associated Press Service Morning and Sunday. Exclusive International News Service Morning, Evening and Sunday. Exclusive Associated Press WIREPHOTO Service Morning, Evening and Sunday. Chicago Tribune and New York News direct leased wire Morning, Evening and Sunday.
c. No advertisement will be cancelled after having appeared in any edition of the issue for which it was ordered.
d. During the contract year or at the expiration of contract, if the advertiser has used space sufficient to earn a lower rate than that contracted for, The Times-Picayune Publishing Company will reimburse the advertiser the difference between the amount paid and the rate earned. If amount of lines contracted for is not used within the contract year, the advertiser agrees to pay The Times-Picayune Publishing Company the difference between the rate paid and the rate earned as printed in this general rate card. Contracts for one year must read, "One year from date of contract." If actual service is not begun on a contract within 30 days from its date it will be cancelled and a new contract required at existing rates.
e. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which The Times-Picayune Publishing Company may be responsible, in any advertisement beyond the cost of the space actually occupied by the error.
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g. The receipt of orders shall be construed by publisher as acceptance of all conditions of this rate card.

THE TIMES-PICAYUNE PUBLISHING COMPANY,
L. K. Nicholson, President.
Y. P. Nicholson, Vice-President.
C. H. Hyams III, Vice-President.
John F. Time, Jr., Vice-President and Business Mgr.
Geo. W. Healy, Vice-Pres. and Mg. Editor, The Times-Picayune.
Robert E. Gough, Assistant Business Manager.
A. F. Murray, Advertising Director.
Roland Ladreyt, Mgr. General Advertising.
Wm. H. Fitzpatrick, Editor, New Orleans States.
Frank C. Allen, Mg. Editor, New Orleans States.
N. R. Swayze, Adv. Mgr. New Orleans States.

GENERAL REPRESENTATIVES:
Jann and Kelley, Inc., New York, 366 Madison Ave.; Chicago, 360 N. Michigan Blvd.; Detroit, General Motors Bldg.; Atlanta, Palmer Bldg.; San Francisco, 111 Sutter St.; 2404 W. Seventh St., Los Angeles 5, Cal.

All rates quoted by the above representatives must conform in every particular with the rates on this card.

(Prepared in conformity with "Standard Rate Card" of American Association of Advertising Agencies.)

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Government Exhibit 29

NEW ORLEANS, LA.
Published by
The Times-Picayune Publishing Co.

The Times-Picayune
Every Week-Day Morning
New Orleans States
Every Week-Day Evening
The Times-Picayune N. O. States
Every Sunday Morning

Published See Under Title

Issued Dec. 15, 1948
In Effect July 1, 1949

1—GENERAL ADVERTISING, REGULAR COMMERCIAL ADVERTISING, INCLUDING POLITICAL

a. BLACK AND WHITE

Rate per agate line	Morn.	Eve.	Morn. & Eve.	Sun.
OPEN	.40	.24	.56	.60
5,000 lines in 1 yr.	.39	.23	.54½	.59
10,000 lines in 1 yr.	.38	.22	.53	.58
20,000 lines in 1 yr.	—	—	.52½	.57
30,000 lines in 1 yr.	—	—	.52	.56
50,000 lines in 1 yr.	—	—	.51	.55

b. Combination rates are optional. Volume bracket will be determined by amount of linage placed in each unit or combination of units at the rate quoted. Not more than 10,000 lines of morning or evening individual space can be applied towards earning a lower rate. In order to earn the 20,000-line rate, at least 10,000 lines must be run combination or Sunday; to earn the 30,000-line rate, at least 20,000 lines must run combination or Sunday, and to earn the 50,000-line rate, at least 40,000 lines must run combination or Sunday. No rebates will be paid unless contract is placed at time of initial insertion.

c. Advertisements run at the combination rates may first appear in any paper but succeeding insertions must follow within three days. Same size advertisement and same copy.

d. The Publisher reserves the right to increase advertising rates on 60 days' written notice, with the understanding that if the new rates are unsatisfactory to the advertiser, he may cancel contract without short-rate. All orders for General Advertising must include five-day option.

e. COLOR. Full pages, 2400 lines—
1 color and black ..... 20% additional
2 colors and black ..... 25% additional
3 colors and black ..... 30% additional

Less than full page, 1600 lines minimum—
1 color and black ..... 25% additional
2 colors and black ..... 30% additional
3 colors and black ..... 35% additional

f. General contract advertisers may apply magazine and/or comic section linage to the fulfillment of their R. O. P. contracts. However, rates for R. O. P. advertising will be governed solely by R. O. P. contracts and not by magazine and/or comic section contracts.

g. DAILY COMIC STRIP ADVERTISING
35 or 70 lines deep across 4 columns acceptable for daily comic page at regular black and white rate. Minimum schedule 13 times in 13 weeks. Alcoholic beverages, proprietary remedies and tobacco advertising not accepted.

h. SPECIAL POSITIONS (Publisher's option)

Next to or following reading	10% additional
Special pages	20% additional
Full position	30% additional
Page 2 or 3 (when available)	50% additional

No preferred position sold for medical advertisements.
Minimum for position advertisements, 42 lines.

2—READING NOTICES

a. Readers, R. O. P., but not first, last or editorial pages.

	Morning	Evening	Sunday
Flat rate, per count line	$1.00	50c	$1.25

b. Minimum 2 lines each insertion.
The full word "Advertisement" must follow all reading notices and must be included in count of lines and charge. Five ordinary words to the line.

3—MECHANICAL REQUIREMENTS

a. Width of column 2". Each additional column 2 1/16".
b. Depth of column 300 agate lines.
c. Eight columns to a page.
d. Double truck, 17 columns, 34½ inches wide, 21 7/16 inches in depth.
e. Full page type space 16½ inches by 21 7/16 inches.
f. Black and white advertising intended for all editions of Sunday issue must be received by 6 p. m. Thursday. All copy measuring over 300 lines in depth will be set and charged 300 lines. Advertising orders must indicate width in columns and exact depth in lines. All advertising measured and billed from cut-off rule to cut-off rule.

g. Half-tone screen required, 65 lines.
h. Can use mats and unmounted 11-point electrotypes. A minimum charge will be made for artwork and cuts supplied to advertisers.
The right is reserved to reject or lighten borders, type or cuts.
Composition: A charge of 25c per inch will be made for advertisements set up and not inserted. Advertisers are allowed one setting and one revision. All revisions after the first will be charged for at cost of labor.
i. Minimum depth R. O. P. 1 col. 1", 2 col. 2", 3 col. 3½", 4 col. 5", 5 col. 7", 6 col. 9", 7 col. 10", 8 col. 11".

BLACK AND WHITE

OPEN	.40	.24	.56	.60
5,000 lines in 1 yr.	.39	.23	.54½	.59
10,000 lines in 1 yr.	.38	.22	.53	.58
20,000 lines in 1 yr.	—	—	.52½	.57
30,000 lines in 1 yr.	—	—	.52	.56
50,000 lines in 1 yr.	—	—	.51	.55

b. Combination rates are optional. Volume bracket will be determined by amount of linage placed in each unit or combination of units at the rate quoted. Not more than 10,000 lines of morning or evening individual space can be applied towards earning a lower rate. In order to earn the 20,000-line rate, at least 10,000 lines must be run combination or Sunday; to earn the 30,000-line rate, at least 20,000 lines must run combination or Sunday, and to earn the 50,000-line rate, at least 40,000 lines must run combination or Sunday. No rebates will be paid unless contract is placed at time of initial insertion.
c. Advertisements run at the combination rates may first appear in any paper but succeeding insertions must follow within three days. Same size advertisement and same copy.
d. The Publisher reserves the right to increase advertising rates on 60 days' written notice, with the understanding that if the new rates are unsatisfactory to the advertiser, he may cancel contract without short-rate. All orders for General Advertising must include five-day option.

1 color and black ..... 20% additional
2 colors and black ..... 25% additional
3 colors and black ..... 30% additional

f. General contract advertisers may apply magazine and/or comic section linage to the fulfillment of their R. O. P. contracts. However, rates for R. O. P. advertising will be governed solely by R. O. P. contracts and not by magazine and/or comic section contracts.

g. DAILY COMIC STRIP ADVERTISING
35 or 70 lines deep across 4 columns acceptable for daily comic page at regular black and white rate. Minimum schedule 13 times in 13 weeks. Alcoholic beverages, proprietary remedies and tobacco advertising not accepted.

h. SPECIAL POSITIONS (Publisher's option)

Next to or following reading	10% additional
Special pages	20% additional
Full position	30% additional
Page 2 or 3 (when available)	50% additional

No preferred position sold for medical advertisements.
Minimum for position advertisements, 42 lines.

2—READING NOTICES

a. Readers, R. O. P., but not first, last or editorial pages.

	Morning	Evening	Sunday
Flat rate, per count line	$1.00	50c	$1.25

b. Minimum 2 lines each insertion.
The full word "Advertisement" must follow all reading notices and must be included in count of lines and charge. Five ordinary words to the line.

3—MECHANICAL REQUIREMENTS

a. Width of column 2". Each additional column 2 1/16".
b. Depth of column 300 agate lines.
c. Eight columns to a page.
d. Double truck, 17 columns, 34½ inches wide. 21 7/16 inches in depth.
e. Full page type space 16½ inches by 21 7/16 inches.
f. Black and white advertising intended for all editions of Sunday issue must be received by 6 p. m. Thursday. All copy measuring over 300 lines in depth will be set and charged 300 lines. Advertising orders must indicate width in columns and exact depth in lines. All advertising measured and billed from cut-off rule to cut-off rule.

g. Half-tone screen required, 65 lines.
h. Can use mats and unmounted 11-point electrotypes. A minimum charge will be made for artwork and cuts supplied to advertisers.
The right is reserved to reject or lighten borders, type or cuts.
Composition: A charge of 25c per inch will be made for advertisements set up and not inserted. Advertisers are allowed one setting and one revision. All revisions after the first will be charged for at cost of labor.
i. Minimum depth R. O. P. 1 col. 1", 2 col. 2", 3 col. 3½", 4 col. 5", 5 col. 7", 6 col. 9", 7 col. 10", 8 col. 11".

4—CLASSIFICATIONS

a. CLASSIFIED ADVERTISING:
Morning & Evening .... 56c; Sunday 60c
Minimum space 2 lines. Count 5 average words to line.
NOTICES—Minimum space 10 lines.

b. All Special Notices, Proposals, Bids, 56c per line Morning and Evening. 60c per line Sunday.

c. AMUSEMENTS, flat net per agate line:
Morning & Evening .... 50c; Sunday 60c

d. FINANCIAL, BANKS, INVESTMENT HOUSES

Rates per agate line—	Morn. & Eve.	Sunday
Open	56c	60c
5,000 lines in 1 year	54½c	59c
10,000 lines in 1 year	53c	58c
20,000 lines in 1 year	52½c	57c
30,000 lines in 1 year	52c	56c
50,000 lines in 1 year	51c	55c

e. HELP WANTED, DISPLAY
Morning & Evening .....56c. Sunday 60c

5—COMIC SECTION, Sunday

a. Color only—(one to three primary colors and black)

	Full Page	2/3 Page	Half Page	Third Page
Open	$1,250.00	$1,017.00	$787.50	$625.00

Discounts:
4 to 12 insertions within one year 2%
13 to 25 insertions within one year 4%
26 to 51 insertions within one year 5%
52 or more insertions within one year 7%
All insertions billed at open rate until discount is earned.

Strips, black and white only, 14 lines by 7 cols. $20.00

b. All copy must be across 7 columns of 273, 182, 136, 90 or 14 lines deep. No other sizes accepted.

c. All copy for comic section must be complete, ready for release two weeks in advance of publication.

When orders are placed through Metropolitan Group please refer to that listing.

1326

6—SUNDAY MAGAZINE SECTION
(Rotogravure)

MONOTONE	Per Line
50 to 150 lines	78c
200 to 375 lines	77c
400 to 450 lines	76c
500 lines	75c
600 lines	74c
1000 lines	73c

Discounts (in One Year)	
7 times	3%
13 times	5%
26 times	7%
52 times	10%

FULL COLOR—from fully retouched positives furnished by advertiser.

	Open	7 to	13 to	26 to	52 to
Full Page	$930	$906	$882	$879	$867
3/5 Page	644	631	622	613	600
1/2 Page	575	564	556	549	537
2/5 Page	504	495	486	483	474
SPOT OR DUOTONE					
Full Page	$780	$768	$753	$738	$717
3/5 Page	504	491	482	473	460
1/2 Page	435	424	416	408	397
2/5 Page	364	355	348	343	334

Where one advertiser runs schedule of varying sizes, total number of insertions determines price bracket for each size. Ads that do not fit specified unit sizes charged at rate per line applicable to next smallest unit.

No rebates will be paid, unless contract is placed at time of initial insertion. If publisher is required to produce fully retouched color positives, cost must be paid by advertiser ($120.00 per col). However, the same positive may be used in the Louisville Courier-Journal, Atlanta Journal, Columbus (Ohio) Dispatch, Nashville Tennessean, Houston Chronicle, San Antonio Express and Indianapolis Star at no extra cost.

COPY SIZES:

50 lines on 1 or 2 columns.
75 lines on 1, 2 or 3 columns.
100 lines on 1, 2, 3 or 5 columns.
125 lines on 1, 2 or 3 columns.
150 lines on 1, 2 or 5 columns.
200 lines on 1, 2, 3 or 5 columns.

MECHANICAL REQUIREMENTS:
Page size 5 columns (13 ems) x 200 lines (14¼") deep—1000 lines to the page. Minimum size: Monotone, 50 lines by single column—Color, 2/5 page.

CLOSING DATES:
Final cancellation date or change in copy size (color or monotone) six weeks in advance. Copy (or material) must be in Louisville (Standard Gravure Corp.) four weeks in advance.

POSITION—Not sold.

7—COMMISSION AND CASH DISCOUNT
a. Agency commission 15 per cent.
b. Cash discount 2 per cent on the net to advertising agencies only.
c. Payment and cash discount date, 15th of month following service. Discount not contingent upon checking copies: All checking proofs furnished by Advertising Checking Bureau, Inc., 79 Madison Avenue, New York; 536 South Clark Street, Chicago; 16 First Street, San Francisco.

8—BUY-LINES
Published morning and Sunday.

JESSIE'S NOTE BOOK
Published morning and evening.

OUTDOOR TIPS
Published Sunday.
(See Standard Rate and Data Service for complete details covering these syndicated columns.)

9—CIRCULATION
a. Member of Audit Bureau of Circulations.
b. Metropolitan newspaper daily morning, evening and Sunday morning.
c. Subscription price by carrier in New Orleans yearly, Morning and Sunday—$18.20. Morning only—$13.00. Evening only—$13.00. Evening and Sunday—$18.20. Per copy morning 5c. Evening 5c. Sunday—15c.

10—MISCELLANEOUS
a. Established—The Times-Picayune, 1837—New Orleans States, 1880.
b. Associated Press Service Morning, Evening and Sunday. Exclusive Associated Press Service Morning and Sunday. Exclusive International News Service Morning, Evening and Sunday. Exclusive Associated Press WIREPHOTO Service Morning, Evening and Sunday. Chicago Tribune and New York News direct leased wire, Morning, Evening and Sunday.
c. No advertisement will be cancelled after having appeared in any edition of the issue for which it was ordered.
d. During the contract year or at the expiration of contract, if the advertiser has used space sufficient to earn a lower rate than that contracted for, The Times-Picayune Publishing Company will reimburse the advertiser the difference between the amount paid and the rate earned. If amount of lines contracted for is not used within the contract year, the advertiser agrees to pay The Times-Picayune Publishing Company the difference between the rate paid and the rate earned as printed in this general rate card. Contracts for one year must read "One year from date of contract." If actual service is not begun on a contract within 30 days from its date it will be cancelled and a new contract required at existing rates.
e. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which The Times-Picayune Publishing Company may be responsible, in any advertisement beyond the cost of the space actually occupied by the error.
f. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement.
g. The receipt of orders shall be construed by publisher as acceptance of all conditions of this rate card.

THE TIMES-PICAYUNE PUBLISHING COMPANY
L. K. Nicholson, President.
John F. Time, Jr., Vice-Pres. and Business Manager.
C. H. Hyams III, Vice-Pres.
Geo. W. Healy, Jr., Vice-Pres. and Mg. Editor, The Times-Picayune.
Wm. E. Fitzpatrick, Vice-Pres. and Editor New Orleans States.
Donald W. Coleman, Vice-Pres. and Circulation Director.
Frank C. Allen, Mg. Editor, New Orleans States.
Robert E. Gough, Asst. Business Manager.
A. F. Murray, Advertising Director.
Roland Ladreyt, Mgr. General Advertising.
John Charlton, Retail Adv. Mgr., The Times-Picayune.
Nelson R. Swayne, Adv. Mgr., New Orleans States.

GENERAL REPRESENTATIVES:

Jann and Kelley, Inc., New York, 366 Madison Ave.; Chicago 360 N. Michigan Blvd.; Detroit, General Motors Bldg.; Atlanta, Palmer Bldg.; San Francisco, 111 Sutter St.; 3404 W. Seventh St., Los Angeles 5, Cal.

All rates quoted by the above representatives must conform in every particular with the rates on this card.

(Prepared in conformity with "Standard Rate Card" of American Association of Advertising Agencies.)

2051

1327

Government Exhibit 30

The Times-Picayune Publishing Company

The Times-Picayune
ESTABLISHED JANUARY 19, 1837
ISSUED EVERY MORNING AND SUNDAY

NEW ORLEANS STATES
ESTABLISHED JANUARY 1, 1880
ISSUED EVERY EVENING EXCEPT SUNDAY

LAFAYETTE SQUARE 1 NEW ORLEANS 4

January 31,1947

Messrs. Murray, Swayze, Charlton, Display Desk,

T. J. Adams, E. Kuhn, R. Muller

Herewith is a supply of new general rate cards issued February 1, 1948, to become effective May 1, 1948.

Will you please see that solicitors are furnished with two copies and attention is called to the fact that rates are increased r.e.p. morning, evening and Sunday, and in color Comics and our Rotogravure Magazine.

All existing general contracts will be honored until expiration dates but new contracts signed on and after February 1 must include the new rates effective May 2, 1948.

Your attention is also called to the fact that all financial advertising, such as banks and investment houses, must run in our combination morning and evening, or Sunday.

Ralph Murray

RL

Government Exhibit 31

The Times-Picayune Publishing Company

The Times-Picayune — NEW ORLEANS STATES

LAFAYETTE SQUARE NEW ORLEANS 4

October 21, 1949

Jann & Kelley, Inc.,
All Offices.

Gentlemen:

Media Records for September shows that the Item gained 35,435 lines of general advertising, whereas the States showed a loss of 3152 - which was very disturbing - so I oiled up my slide rule and produced the following results.

During September 1949 the States carried 50.5% of general advertising in the afternoon field. During September 1948 the States carried 57.7% of general advertising.

During the first nine months of this year the States carried 50.9 of general advertising in the afternoon field, whereas the States carried 54.3 during the first nine months of 1948.

It is obvious that the States' leadership over the Item in general advertising is shrinking, and in order to find out just where the losses were in September, I made a comparison of all classifications for 1949 against 1948, copy of which is enclosed.

You will note that the classifications in which the Item showed greater gains than the States were in liquor, housing, industrial, publication and radio.

Also attached is a record of accounts on which the Item showed their greatest gain or in which the States showed a loss.

After the nine months report has been received, I will make a further analysis.

Yours very truly,

Roland Ladreyt
Manager, Local Advertising

RL/r

2053

	ITEM	STATES
Alcoholic Beverages	25012 21813	28787 28647
	3199 G	140 G
Beer	10425 13341	11278 12992
	2916-	1714-
Liquor	14587 8472	17509 15955
	6115 G	1554 G
Confections	1820 627	2012 70
	1193 G	1942 G
Educational	810 587	530 1081
	223 G	551-
Groceries	42623 30900	45380 34423
	11728 G	10956 G
Housing	8052 4041	8096 4119
	4011 G	3977 G
Beverages	3753 3319	3911 3825
	2774 G	3702 G
Cereals	979 1023	474 624
	49 -	150-

Note: Previous item 1,.9 lines, e
and item 19.8 lines

Condiments	4229 1232	1803 1344
	2970	4802 C
Dairy Products	6077 2300	7813 4310
	4471 C	3495 C
Misinf. & Extim	121 251	681 200
	110-	4210
Laundry	6501 6292	5700 5204
	209 C	496 C
Meat	2474 3290	1290 3327
	824-	2374-
Misc. Procerics	6736 6247	9211 8[illegible]
	489	1337 C
Hotel	2130	33
Housing	[illegible] [illegible]	[illegible] 1[illegible]6
	[illegible]	[illegible]
Refrigeration	[illegible] [illegible]	[illegible] [illegible]
	[illegible]	[illegible]
Furniture	[illegible] 1[illegible]	[illegible] [illegible]
	[illegible]	[illegible]
[illegible]	[illegible] [illegible]	[illegible] [illegible]
	[illegible]	[illegible]

Industrial	4434 1003	2711 2203	
	3415	508-	
Insurance	933 500	1095 179	
	4276	1110	
Medical	6258 5009	9211 9459	
	549	452	
Misc.	4223 9457	1007 318	
	5234-	6700-	
Publications	1470 102	577 3750	
	1368	3173-	
Book Magazine	1470 102	3300 ----	577 450
	1368	3300-	127
Public Utilities	7054 2367	6921 9017	
	2313-	2096-	
Radio	9208 2831	601 11354	
	6377	3753-	
Sets	3842 2552	2729 10825	
	1290	8100-	
Stations	5366 279	2870 529	
	5087	2341	

Tobacco	3874	4324
	2594	13235
	5720-	9901-
	---	234
	1172	380
	172-	146-
	3874	4090
	9422	11135
	5540-	1235-
	---	---
	---	1590
	----	1590-
	3071	9320
	2724	4401
	5347 C	4919 C
Transportation	29522	28700
	15544	14958
	13978 C	13742 C
	14157	13079
	8270	9376
	5919 C	4503 C
	4267	4057
	1663	1974
	2564 C	2083 C
	9018	9440
	3114	3457
	5904 C	5983 C
	1440	634
	1790	110
	356-	524 C

Four	---	430
	102	---
	102-	430
	---	200
	271	81
	271-	219
	300	2044
	311	4444
	---	1203-

	ITEM	STATE
Cream of Kentucky	716 C	-
Fleischmann Preferred	900 C	1202-
Gin	-	302-
Glenmore	1537 C	-
Old Thompson	-	300-
Hall & Hill	620 C	-
Kinsey	800 C	-
Melrose	870 C	-
Old Classic	200 C	-
Paul Jones	1206 C	580 C
Philadelphia	195 C	628-
Schenley	960 C	900 C
Seagram 7	800 C	900-
Ref. Kelvinator	2406 C (We carried 3000 lines Sunday)	-
GM Iron		600-
Pyrex		753-
Westinghouse Iron		1980-
Youngstown Kitchen	1674 C	1500 Sunday
Bendix	700-	1800-
Westinghouse Laundromat	975 C	2242-
Industrial		
One Way Bottles	1760 C	-
U. S. Steel	2000 C	1900 C
Publication		
Fiction Book	1470 C	-
Unicorn Press	- 2059	3300-

	ITEM	STATES
Radio		
Crosley	1792 0	1325-
G. E.	1020-	750 0
Westinghouse	2050	-
Zenith	-	7520-
Philco	990-	-
ABSU	2900 0	80 0
TV	815 +	-
Tobacco		
Buglar	-	1590-

1336

Government Exhibit 32

The Times-Picayune Publishing Company

The Times-Picayune — NEW ORLEANS STATES

LAFAYETTE SQUARE — NEW ORLEANS 4

January 17, 1950

Jann & Kelley, Inc.,
All Offices.

Gentlemen:

We are enclosing copy of advertising report for the 3 New Orleans newspapers for the year 1949 as compiled from our records from which you will note The Times-Picayune, daily and Sunday, show substantial gains in retail, general and total advertising with a loss of 199,124 lines of classified morning and only a loss of 166 lines Sunday.

I particularly want to call your attention to the standing of the Item which shows a loss of 399,590 lines retail, a gain of 353697 general, a loss of 248,389 classified and a total gain of 254,731. This is not actually a gain in total advertising for the Item as during 1949 they carried 549,013 lines of city printing, which they did not carry in 1948, therfore the Item actually showed a loss in total adverting during 1949 of 294,282 lines.

The States had a loss in retail advertising of 436,101 lines, a gain in general of 231,008 lines, a lost in classified of 277,080 lines with a total loss of 936,270 which does not reflect the true loss of the States inasmuch as included in this figure is 454,093 lines of city printing the States did not carry in 1949, therefore, the States actual total loss was 482,177.

The Item, as you know, has been shouting about the gains and improvements they have made during the second 6 months of 1949. We are enclosing records of retail, general, classified and total advertising linage for the year 1949 and 1948 by months for the first and second half of the years. In retail, the Item showed a loss of 197,723 lines for the first 6 months and a loss of 201,867 lines for the second 6 months. The States showed a lost in retail during the first 6 months of 61,626 lines, during the second six months a loss of 374,475. During the first 6 months The Times-Picayune showed a gain of 1,543,506 and during the second 6 months a gain of 688,538. On Sunday The Times-Picayune-States showed a gain of 50,914 lines during first 6 months, and during second 6 months showed a gain of 27,483, so the Item did not [illegible] the world on fire in retail during the second 6 months.

2061

Jann & Kelley, Inc.
All Offices.

January 17, 1950

In general the figures speak for themself. The Item showed a smaller gain during the second 6 months than they did during the first 6 months, as did the States and Times-Picayune. The story holds true in classified and in total advertising, insofar as record-making history by the Item during second 6 months is concerned.

You will also be interested in ABC figures by quarters for the year 1949 for the evening States, morning Times-Picayune and Sunday Times-Picayune-States, but (the fourth quarter is not from ABC figures, but from our publisher's figures which has always been substantiated by ABC.)

Yours very truly,

Roland Ladreyt

Roland Ladreyt
Manager, General Advertising

RL/CF

1938

RATE PER INCH and CIRCULATION FIGURES

	Times-Picayune M	New Orleans States E	M & E States M&E	TP-States S	Circulation	S
1940	$3.78	$2.52	$4.90	$4.90	123799 M	184338
	3.36	3.24	4.20	4.34	56746 E	
1947	4.90	3.08	7.00	7.28	162824	257356
	4.62	3.88	6.30	6.58	88688	
1948	5.18	3.22	7.42	7.70	169278	272693
	4.90	2.94	6.72	7.00	91465	
1949	5.04	3.36	7.70	8.40	173094	280859
	5.32	3.08	7.14	7.70	93692	
1950			7.84	8.40	176660	290382
			7.14	7.70	96999	

2063

Government Exhibit 33

The Times-Picayune Publishing Company

The Times-Picayune — NEW ORLEANS STATES

LAFAYETTE SQUARE 10 NEW ORLEANS 14

ANNOUNCEMENT

NEW GENERAL RATE CARD

ISSUED DECEMBER 1, 1949; IN EFFECT FEBRUARY 1, 1950

Enclosed you will please find a new General Advertising Rate Card, issued December 1, 1949, to become effective February 1, 1950.

This rate card announces that, beginning February 1, 1950, The Times-Picayune, morning, and the New Orleans States, evening, will be sold as a single unit only, at no increase in rates.

This rate card also announces the establishment of a Sunday and evening unit rate and a Sunday and morning unit rate.

All contracts now in effect will be carried out to expiration as written, but all contracts received on and after December 1, 1949, must be in conformity with the new rate card, effective February 1, 1950.

This unit plan offers the greatest coverage at the lowest possible milline rate. There are 187,900 families in the New Orleans Metropolitan Area. (1949 Sales Management Survey of Buying Power.)

Following are circulation figures from September 30, 1949, ABC Publishers' Statements.

	Carrier	Total City	Retail Tr. Zone	Other	Total	Milline Rate	
Morning	96,444	111,420	25,086	37,588	174,094		
Evening	55,143	75,678	11,991	6,417	94,086		
Total	151,587	187,098	37,077	44,005	268,180	2.05 Max	1.86 Min
Sunday	127,286	155,881	46,311	78,842	281,034	2.09 Max	1.92 Min

THE TIMES-PICAYUNE PUBLISHING COMPANY

2064

1340

Government Exhibit 34

NEW ORLEANS, LA.

Published by
The Times-Picayune
Publishing Co.

The Times-Picayune
Every Week-Day Morning

New Orleans States
Every Week-Day Evening

The Times-Picayune N. O. States
Every Sunday Morning

Published
See Under Title

Issued Dec 1, 1949
In Effect Feb. 1, 1950

1—GENERAL ADVERTISING, REGULAR COMMERCIAL ADVERTISING, INCLUDING POLITICAL

a. BLACK AND WHITE

Rates per agate line	Morn. & Eve.	Sun.	Sun. & Eve.	Sun. & Morn.
OPEN	56	.60	.78	.94
5,000 lines in 1 yr.	.54½	.59	.76½	.92½
10,000 lines in 1 yr.	.53	.58	.75	.91
20,000 lines in 1 yr.	.52½	.57	.73½	.89½
30,000 lines in 1 yr.	.52	.56	.72	.88
50,000 lines in 1 yr.	.51	.55	.70	.86

b. The Times-Picayune, morning, and New Orleans States, evening, sold only as a unit. Advertisements in morning and evening and Sunday and evening or Sunday and morning units (identical advertisement) must be completed within same calendar week. Only one set of plates or mats required.

c. Volume bracket will be determined by amount of linage placed in each unit or combination of units at the rate quoted.

d. The Publisher reserves the right to increase advertising rates on 60 days' written notice, with the understanding that if the new rates are unsatisfactory to the advertiser, he may cancel contract without short-rate. All orders for General Advertising must include five-day option.

e. COLOR. Full pages, 2[illegible]0 lines—
1 color and black .....20% additional
2 colors and black .....25% additional
3 colors and black .....30% additional

Less than full page, 1000 lines minimum—
1 color and black .....25% additional
2 colors and black .....30% additional
3 colors and black .....35% additional

f. General contract advertisers may apply magazine and/or comic section linage to the fulfillment of their R. O. P. contracts. However, rates for R. O. P. advertising will be governed solely by R. O. P. contracts and not by magazine and/or comic section contracts.

g. DAILY COMIC STRIP ADVERTISING

35 or 70 lines deep across 4 columns acceptable for daily comic page at regular black and white rate. Minimum schedule 13 times in 13 weeks. Alcoholic beverages, proprietary remedies and tobacco advertising not accepted.

h. SPECIAL POSITIONS (Publisher's option)

Next to or following reading .....10% additional
Special pages .....20% additional
Full position .....30% additional
Page 2 or 3 (when available) .....50% additional
No preferred position sold for medical advertisements.
Minimum for position advertisements, 42 lines.

2—READING NOTICES

a. Readers, R. O. P., but not first, last or editorial pages.

	Morning and Evening	Sunday
Flat rate, per count line	$1.50	$1.50

b. Minimum 2 lines each insertion.

The full word "Advertisement" must follow all reading notices and must be included in count of lines and charge. Five ordinary words to the line.

3—MECHANICAL REQUIREMENTS

a. Width of column 2". Each additional column 2 1/16".
b. Depth of column 300 agate lines.
c. Eight columns to a page.
d. Double truck, 17 columns, 34¼ inches wide. 21 7/16 inches in depth.
e. Full page type space 16½ inches by 21 7/16 inches.
f. Black and white advertising intended for all editions of Sunday issue must be received by 6 p. m. Thursday. All copy measuring over 280 lines in depth will be set and charged 300 lines. Advertising orders must indicate width in columns and exact depth in lines. All advertising measured and billed from cut-off rule to cut-off rule.
g. Half-tone screen required, 65 lines.
h. Can use mats and unmounted 11-point electrotypes. A minimum charge will be made for artwork and cuts supplied to advertisers.
The right is reserved to reject or lighten borders, type or cuts.

Composition: A charge of 25c per inch will be made for advertisements set up and not inserted. Advertisers are allowed one setting and one revision. All revisions after the first will be charged for at cost of labor.

i. Minimum depth R. O. P. 1 col. 1", 2 col. 2", 3 col. 3½", 4 col. 5", 5 col. 7", 6 col. 9", 7 col. 10", 8 col. 11".

a. BLACK AND WHITE

OPEN	56	.60	.78	.94
5,000 lines in 1 yr.	.54½	.59	.76½	.92½
10,000 lines in 1 yr.	.53	.58	.75	.91
20,000 lines in 1 yr.	.52½	.57	.73½	.89½
30,000 lines in 1 yr.	.52	.56	.72	.88
50,000 lines in 1 yr.	.51	.55	.70	.86

b. The Times-Picayune, morning, and New Orleans States, evening, sold only as a unit. Advertisements in morning and evening and Sunday and evening or Sunday and morning units (identical advertisement) must be completed within same calendar week. Only one set of plates or mats required.

c. Volume bracket will be determined by amount of linage placed in each unit or combination of units at the rate quoted.

d. The Publisher reserves the right to increase advertising rates on 60 days' written notice, with the understanding that if the new rates are unsatisfactory to the advertiser, he may cancel contract without short-rate. All orders for General Advertising must include five-day option.

3 colors and black .....35% additional

f. General contract advertisers may apply magazine and/or comic section linage to the fulfillment of their R. O. P. contracts. However, rates for R. O. P. advertising will be governed solely by R. O. P. contracts and not by magazine and/or comic section contracts.

g. DAILY COMIC STRIP ADVERTISING

35 or 70 lines deep across 4 columns acceptable for daily comic page at regular black and white rate. Minimum schedule 13 times in 13 weeks. Alcoholic beverages, proprietary remedies and tobacco advertising not accepted.

h. SPECIAL POSITIONS (Publisher's option)

Next to or following reading .....10% additional
Special pages .....20% additional
Full position .....30% additional
Page 2 or 3 (when available) .....50% additional
No preferred position sold for medical advertisements.
Minimum for position advertisements, 42 lines.

2—READING NOTICES

a. Readers, R. O. P., but not first, last or editorial pages.

	Morning and Evening	Sunday
Flat rate, per count line	$1.50	$1.50

b. Minimum 2 lines each insertion.

The full word "Advertisement" must follow all reading notices and must be included in count of lines and charge. Five ordinary words to the line.

3—MECHANICAL REQUIREMENTS

a. Width of column 2". Each additional column 2 1/16".
b. Depth of column 300 agate lines.
c. Eight columns to a page.
d. Double truck, 17 columns, 34¼ inches wide. 21 7/16 inches in depth.
e. Full page type space 16½ inches by 21 7/16 inches.
f. Black and white advertising intended for all editions of Sunday issue must be received by 6 p. m. Thursday. All copy measuring over 280 lines in depth will be set and charged 300 lines. Advertising orders must indicate width in columns and exact depth in lines. All advertising measured and billed from cut-off rule to cut-off rule.
g. Half-tone screen required, 65 lines.
h. Can use mats and unmounted 11-point electrotypes. A minimum charge will be made for artwork and cuts supplied to advertisers.
The right is reserved to reject or lighten borders, type or cuts.

Composition: A charge of 25c per inch will be made for advertisements set up and not inserted. Advertisers are allowed one setting and one revision. All revisions after the first will be charged for at cost of labor.

i. Minimum depth R. O. P. 1 col. 1", 2 col. 2", 3 col. 3½", 4 col. 5", 5 col. 7", 6 col. 9", 7 col. 10", 8 col. 11".

4— CLASSIFICATIONS

a. CLASSIFIED ADVERTISING:

Morning & Evening .... 56c; Sunday 60c

Minimum space 2 lines. Count 5 average words to line.
NOTICES—Minimum space 10 lines.

b. All Special Notices, Proposals, Bids, 56c per line Morning and Evening. 60c per line Sunday.

c. AMUSEMENTS, flat net per agate line:

Morning & Evening .... 80c; Sunday 80c

d. FINANCIAL, BANKS, INVESTMENT HOUSES

Rates per agate line—	Morn. & Eve.	Sunday
Open	56c	60c
5,000 lines in 1 year	54½c	59c
10,000 lines in 1 year	53c	58c
20,000 lines in 1 year	52½c	57c
30,000 lines in 1 year	52c	56c
50,000 lines in 1 year	51c	55c

e. HELP WANTED, DISPLAY

Morning & Evening .....56c. Sunday 60c

5—COMIC SECTION, Sunday

a. Color only—(one to three primary colors and black)

	Full Page	2/3 Page	Half Page	Third Page
Open	$1,238.00	$885.00	$693.00	$565.00

Discounts:
6 to 25 insertions within one year 3%
26 to 38 insertions within one year 4%
39 to 51 insertions within one year 5%
52 or more insertions within one year 7%
All insertions billed at open rate until discount is earned.

Strips, black and white only, 14 lines by 7 cols. $80.00

b. All copy must be across 7 columns of 272, 182, 136, 90 or 14 lines deep. No other sizes accepted.

c. All copy for comic section must be complete, ready for release two weeks in advance of publication.

Representatives: JANN & KELLEY, Inc.

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6—SUNDAY MAGAZINE SECTION
(Rotogravure)

MONOTONE	Per Line
50 to 150 lines	78c
200 to 375 lines	77c
400 to 450 lines	76c
500 lines	75c
600 lines	74c
1000 lines	73c

Discounts (in One Year): 7 times 3%; 13 times 5%; 26 times 7%; 52 times 10%

FULL COLOR—from fully retouched positives furnished by advertiser.

	Open	7 ts	13 ts	26 ts	52 ts
Full Page	$930	$908	$892	$879	$857
3/5 Page	644	631	622	613	600
1/2 Page	575	564	556	549	537
2/5 Page	504	495	489	483	474
SPOT OR DUOTONE					
Full Page	$790	$768	$752	$739	$717
3/5 Page	504	491	482	473	460
1/2 Page	435	424	416	409	397
2/5 Page	364	355	349	343	334

Where one advertiser runs schedule of varying sizes, total number of insertions determines price bracket for each size. Ads that do not fit specified unit sizes charged at rate per line applicable to next smallest unit.

No rebates will be paid, unless contract is placed at time of initial insertion. If publisher is required to produce fully retouched color positives, cost must be paid by advertiser ($120.00 per set). However, the same positive may be used in rotogravure magazine members of the locally edited group at no extra cost.

COPY SIZES:
50 lines on 1 or 2 columns.
75 lines on 1, 2 or 3 columns.
100 lines on 1, 2, 3 or 5 columns.
125 lines on 1, 2 or 3 columns.
150 lines on 1, 2 or 3 columns.
200 lines on 1, 2, 3 or 5 columns.

MECHANICAL REQUIREMENTS:
Page size 5 columns (12 ems) x 200 lines (14¼") deep—1000 lines to the page. Minimum size: Monotone, 50 lines by single column—Color, 2/5 page.

CLOSING DATES:
Final cancellation date or change in copy size (color or monotone) six weeks in advance. Copy and material must be in Louisville (Standard Gravure Corp.) four weeks in advance.

POSITION—Not sold.

7—COMMISSION AND CASH DISCOUNT
a. Agency commission, 15 per cent.
b. Cash discount 2 per cent on the net to advertising agencies only.
c. Payment and cash discount date, 15th of month following service. Discount not contingent upon checking copies: All checking proofs furnished by Advertising Checking Bureau, Inc., 79 Madison Avenue, New York; 538 South Clark Street, Chicago; 16 First Street, San Francisco.

8—BUY-LINES
Published morning and Sunday.
JESSIE'S NOTE BOOK
Published morning and evening.

OUTDOOR TIPS
Published Sunday.
(See Standard Rate and Data Service for complete details covering these syndicated columns.)

9—CIRCULATION
a. Member Audit Bureau of Circulations.
b. Metropolitan newspaper daily morning, evening and Sunday morning.
c. Subscription price by carrier in New Orleans yearly, Morning and Sunday—$18.20. Morning only—$13.00. Evening only—$13.00. Evening and Sunday—$18.20. Per copy morning 5c. Evening 5c. Sunday—15c.

10—MISCELLANEOUS
a. Established—The Times-Picayune, 1837—New Orleans States, 1880.
b. Associated Press Service Morning, Evening and Sunday. Exclusive Associated Press Service Morning and Sunday. Exclusive International News Service Morning, Evening and Sunday. Exclusive Associated Press WIREPHOTO Service Morning, Evening and Sunday. Chicago Tribune and New York News direct leased wire, Morning, Evening and Sunday.
c. No advertisement will be cancelled after having appeared in any edition of the issue for which it was ordered.
d. During the contract year or at the expiration of contract, if the advertiser has used space sufficient to earn a lower rate than that contracted for, The Times-Picayune Publishing Company will reimburse the advertiser the difference between the amount paid and the rate earned. If amount of lines contracted for is not used within the contract year, the advertiser agrees to pay The Times-Picayune Publishing Company the difference between the rate paid and the rate earned as printed in this general rate card. Contracts for one year must read "One year from date of contract." If actual service is not begun on a contract within 30 days from its date it will be cancelled and a new contract required at existing rates.
e. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which The Times-Picayune Publishing Company may be responsible, in any advertisement beyond the cost of the space actually occupied by the error.
f. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement.
g. The receipt of orders shall be construed by publisher as acceptance of all conditions of this rate card.

THE TIMES-PICAYUNE PUBLISHING COMPANY
L. K. Nicholson, President.
John F. Tims, Jr., Vice-Pres. and Business Manager.
C. H. Hyams III, Vice-Pres.
Geo. W. Healy, Jr., Vice-Pres. and Mg. Editor, The Times-Picayune.
Wm. H. Fitzpatrick, Vice-Pres. and Editor New Orleans States.
Donald W. Coleman, Vice-Pres. and Circulation Director.
Frank C. Allen, Mg. Editor, New Orleans States.
Robert E. Gough, Asst. Business Manager.
A. F. Murray, Advertising Director.
Roland Ladreyt, Mgr. General Advertising.
John Charlton, Retail Adv. Mgr., The Times-Picayune.
Nelson R. Swayze, Adv. Mgr., New Orleans States.

GENERAL REPRESENTATIVES:

Jann and Kelley, Inc., New York, 366 Madison Ave.; Chicago 360 N. Michigan Blvd.; Detroit, General Motors Bldg.; Atlanta, Palmer Bldg.; San Francisco, 111 Sutter St.; 2404 W. Seventh St., Los Angeles 5, Cal.

All rates quoted by the above representatives, must conform in every particular with the rates on this card.

(Prepared in conformity with "Standard Rate Card" of American Association of Advertising Agencies.)

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Government Exhibit 35

FOOTE, CONE & BELDING

Advertising

247 PARK AVENUE • NEW YORK 17

December 6, 1961

Mr. Roland Ladreyt, Manager General Advertising,
The Times-Picayune Publishing Company,
Lafayette Square
New Orleans 6, La.

Dear Mr. Ladreyt:

I have received announcement from your office that effective February 1, 1962 Times-Picayune morning, the New Orleans States evening, will be sold as a single unit only.

I cannot say that I welcome this announcement with any degree of enthusiasm.

You now deprive national advertisers of all freedom that heretofore they had the privilege of exercising in your city.

Before making any further comment I would like to know if you are regimenting your local advertisers to the same degree -- by depriving them of freedom of choice. If not, why single out national advertisers and deprive them of freedom of choice?

Very truly yours,

Joseph J. Friedl
Media Director

jk

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NEW YORK CHICAGO LOS ANGELES SAN FRANCISCO HOLLYWOOD

Government Exhibit 36

AL PAUL LEFTON COMPANY

NEW YORK DIVISION INC.

Advertising

521 FIFTH AVENUE
NEW YORK 17, N. Y.

December 8, 1949

Mr. Roland Ladreyt, General Adv. Mgr.
New Orleans Times Picayune States
New Orleans, La.

Dear Mr. Ladreyt:

About a week ago I received your general announcement regarding the Times-Picayune and States being sold as a single unit as of February 1, 1950, although existing contracts will be protected until expiration.

I am interested in learning the reason for this change as your letter does not give any explanation. In many instances where there is a combination buy it is optional to buy either the morning or evening or the combination. Two specific instances come to mind, namely the San Antonio Express News and Memphis Commercial Appeal, Press-Scimitar.

May I please hear from you on this. Thanking you I am

Cordially,

Josephine Cone
AL PAUL LEFTON COMPANY
NEW YORK DIVISION INC.

JC:jg

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Government Exhibit 37

J. D. TARCHER & CO., Inc.

ADVERTISING

630 Fifth Avenue
New York 20, N. Y.

December 9, 1949

Mr. Roland Ladreyt
Times Picayune
New Orleans, La.

Dear Mr. Ladreyt:

We have your announcement to the effect that as of February 1, 1950, the Times Picayune and States will be sold only as a forced combination. For many years the combination has been optional, and we should like to know what prompted your decision to sell these papers only as a single unit.

As you know, many advertisers, due to budget limitations, can use only one paper in the New Orleans market. We have always found that the Times Picayune affords good coverage and does an excellent job in the entire territory. However, under the new setup these advertisers will have to pay approximately 40% more in the market in order to run a campaign in the Times Picayune.

Very truly yours,

W. W. Kirchert

J. D. TARCHER AND CO., INC.

WWKirchert/pl

2069

Government Exhibit 38

1345

Rates 1950

December 16, 1949

Jann & Kelley, Inc.,
New York Office.

Gentlemen:

We are enclosing copies of letters from Jos. S. Spiegel of Foote, Cone & Belding; Josephine Cone, Al Paul Lefton Co., New York and W. W. Kirchert of J. D. Tarcher & Co. Inc. commenting on our new rate card.

Rather than enter to lengthy correspondence on the subject, Mr. Tims and I feel that these letters can best be answered by a personal call from you.

With best wishes.

Yours very truly,

Roland Ladreyt
Manager, General Advertising

RL/gf
CC-Chicago Office
P. S. Incidentally, these are the only letters we have received, thus far, concerning our new rate card.

2070

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Government Exhibit 39

Jann & Kelley, Inc.

111 SUTTER STREET
SAN FRANCISCO 4, CALIF.

NEWSPAPER NEW ORLEANS TIMES-PICAYUNE STATES — DATE December 22, 1949
ATTENTION Mr. Roland Ladreyt

ACCOUNT WINE ADVISORY BOARD
AGENCY J. WALTER THOMPSON

Dear Lad:

A special situation has come up with regard to your change-over to a forced combination. In apprising the San Francisco branch of J. Walter Thompson this week of the new setup, the reaction I met was one of consternation. Since the agency had submitted and received approval for another round on the above account, any change at this point will upset the apple cart.

This is the deal. The Times-Picayune is to receive paired ads measuring 168 lines a piece to run as follows: January 19 or 20, 26/27, February 2/3, 16/17, 23/24, March 9/10, 16/17, 30/31, and April 6/7. The States is to receive exactly the same with the exception of the ads slated for February 16/17 and March 30/31. The agency eliminated the ads scheduled for those dates from the States in order to meet their commitments elsewhere. We have made it clear to them that you are willing to consider these cases individually and pass on them, and they are hopeful that you will allow this schedule to remain set.

Since this is a consistent advertiser and they have been faced with the problem of doing a national job on a limited budget, we feel here that this concession might be in order.

Would you give us your thoughts on this?

Sincerely,

JANN & KELLEY, INC.

J.S.Wingate/bl

2071

Government Exhibit 40

December 28, 1949

Mr. J. S. Wingate,
Jann & Kelley, Inc.,
San Francisco Office.

Dear Jim:

In view of explanation in your letter of December 22, we will accept Wine Advisory Board schedule for combination beginning January 19 or 20 with the exception of the February 16 or 17 and March 30 or 31 which are to appear in The Times-Picayune only.

On April 6 or 7 ad #2448 "Line to a Fisherman" is scheduled for The Times-Picayune and States, but on the second ad for that day #2443 "Memo to a Steno" is scheduled for The Times-Picayune and ad #2445 "Advice to a Bride" is scheduled for the States. As you know, the same ad must appear in combination therefore please advise which ad we shall run.

Yours very truly,

Roland Ladreyt
Manager, General Advertising

RL/GF

CC-Messrs. Muller and Adams

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Government Exhibit 41

The Times-Picayune Publishing Company

The Times-Picayune — NEW ORLEANS STATES

LAFAYETTE SQUARE — NEW ORLEANS 4

January 12, 1950

Dann & Kelley, Inc.
All Offices.

Gentlemen:

We are enclosing several reprints of the Item Tribune ABC Publishers statement for period ending March 31, 1941 from which you will note when the Sunday Item Tribune suspended publication in July 1941 it had 8255 less city circulation and 5857 less total circulation than the evening Item.

As you know, the Sunday Item Tribune, at time of suspension, published the Chicago Tribune Comics, a rotogravure section and This Week Magazine, and it was clearly demonstrated from a reader and advertiser's standpoint that there was no desire or necessity for a second Sunday newspaper.

You are familiar with the fact that when The Times-Picayune and The Times-Democrat merged in 1914 we were responsible for removing a Sunday paper from the field. Also when we purchased the States in 1933 we were again responsible for removing a Sunday paper from the field and since the suspension of the Sunday Item Tribune in 1941 there has been but one Sunday paper in the New Orleans market namely, The Times-Picayune-New Orleans States, which has adequately served the readers of this territory as is evidenced by the fact that our present Sunday circulation is now running above 300,000.

In our opinion there is no necessity for another Sunday paper in New Orleans and the plan of the Item to enter the Sunday field, beginning March 5, is not economic from the standpoint of the reader and the advertiser, and we consider their doing so an infringement on a franchise which we believe belongs to us.

We do not know with what success the Sunday Item will meet, but our prediction is that it will be difficult for them to exceed their daily circulation and certainly the open rate of 35¢ and minimum rate of 32¢ is excessive, especially when compared on a milline or copies per penny basis with our Sunday paper or with our morning and evening papers.

2073

In the national field, the Item has an open rate, a 1,000 line rate, 2,500 line rate and a 5,000 line rate. They give no consideration whatever to advertisers using a larger volume than 5,000 lines, whereas The Times-Picayune and New Orleans States, daily and Sunday, offer advertisers rates in 10, 20, 30 and 50 thousand line brackets. During 1949, we had 55 advertisers with 10,000 line contracts, 12 with 20,000 line contracts, 10 with 30,000 lines contracts and 12 with 50,000 line contracts.

We are enclosing several copies of an analysis of general advertising rates and copies per penny for the Item, Times-Picayune and States, morning, evening and Sunday, with a record of circulation for six months ending September 30, 1949 which shows that we give the advertiser a much greater number of copies per penny than the Item from any basis of comparison. But, it is particularly interesting to note that we give more copies per penny morning and evening and Sunday based on our open rate than the Item does based on their minimum rate. And, of course, the larger advertisers are offered lower rates and an increased number of copies per penny for 10, 20, 30 and 50 thousand line brackets.

We are also enclosing several copies of circulation coverage maps, daily and Sunday, together with a listing by parishes showing number of families morning, evening and Sunday circulation and percentage of coverage, retail sales and effective buying income which we know will be of service to you.

Yours very truly,

Roland Ladreyt
Manager, General Advertising

RL/GF

P. S. Under separate cover we are sending you an additional supply of all of the material mentioned above.

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1350

Government Exhibit 42

The Times-Picayune Publishing Company

The Times-Picayune

NEW ORLEANS STATES

LAFAYETTE SQUARE NEW ORLEANS

February 28, 1950

Jann & Kelley, Inc.,
All Offices.

Gentlemen:

We are sending you herewith for your file several copies of new retail rate card and contract blank for The Times-Picayune and New Orleans States effective March 1, 1950.

The Times-Picayune, daily, retail rate is increased 1¢ a line in all brackets from 2500 lines and up. The one time rate and 1200 line rate remain the same. On Sunday, the rate is increased 2¢ a line for the 2500, 5000 and 10,000 line brackets. 1¢ for 20,000 and all other brackets. The States rate remains unchanged.

We are also enclosing comparative line report of principal retail accounts of New Orleans newspapers for the year 1948-1949 together with report showing cost per penny of retail rate for a representative number of other newspapers throughout the country based on circulation for three months ending December 31, 1949 from which you will note the Times-Picayune-New Orleans States, Sunday, offer advertisers far more economical rate than the Item and most of the other papers listed.

Yours very truly,

Roland Ladreyt
Manager, General Advertising

RL/gf

2075

Government Exhibit 43

March 9, 1950

Mr. Frank Rices, Vice-Pres.
Edison Bros. Stores, Inc.
c/o Chandler's
837 Canal St.
New Orleans, La.

Dear Frank:

We were distressed to hear that Edison Bros. plan on running advertising for the Baker's Shoe Store in The New Orleans States only at peak seasons instead of regularly as has been the custom for the last several years.

Very frankly we do not understand why this change was made in view of the present competitive situation in the afternoon field in New Orleans. For your information we are attaching herewith the latest Publisher's Statements for the two afternoon papers. Figures for the 6 months ending September 30, 1949 show the differential between the States and the other afternoon paper to be less than 3,000 in city circulation and slightly better than 1,000 in City and Retail Trading Zone circulation. The figure of 87,669 for the States and 88,910 for the other afternoon paper represents City and Retail Trading Zone circulation which is the portion of the total circulation, as you know, that is most valuable to Edison Bros.

When you stop to consider that you buy the States for 14¢ a line based on your Times-Picayune contract and you do not have to make any space commitments in order to secure this rate, we do not understand how Edison Bros. can afford not to use the States as a regular medium of advertising.

While we do not know what the other afternoon paper will show on its ABC Audit Report for the year of 1949, we do know that the auditors have completed the audit of our figures and we will show over 88,000 total City and Retail Trading Zone for the year 1949, and for the 3 months of October, November, and December, we will show over 90,000 City and Retail Trading Zone circulation which at the 14¢ a line rate makes the States an even better buy than it was, based on figures as shown on the 6 months Publisher's Statement.

Another thing that should be of interest to Edison Bros. is not only what our total circulation is but where it goes. The States has a vast majority of its circulation among the great middle classes who are the best potential customers for Edison Bros. stores. The States has tried consistently for the last 16 years to slant its news and feature content towards the middle income bracket group. Our

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features, our coverage of news, our editorial policy, our Sports coverage, our Society coverage and other departments of our paper are deliberately aimed to reach and please this all important buying group.

As you probably know the States has for many years published the pictures of brides and in many cases brides and grooms who were good wholesome citizens but not necessarily of the 400. In each case where such a picture has been published, the States has made life long friends and in most cases, life long subscribers.. Our Society columns are written in a little breezier fashion and maybe we are not quite so exclusive in our coverage of Society events. All this is done in our effort to please this all important buying group, the great middle class.

It seems to us that not only should Baker's continue their regular schedule in the States but Burt's also should reach this all important buying group that the States is trying so hard to reach and please, and we do believe we can put Baker's and Burt's advertisements into more homes of potential buyers of your shoes per dollar spend than the other afternoon paper. As far as your Baker's advertising is concerned, you will be interested in knowing that the States has, over a period of the last 16 years, bent every effort to get into homes by carrier that do not subscribe to the Times-Picayune and as evidence as to the success of this effort, we offer you over 38,000 carrier delivered circulation on the States which go into homes that the Times-Picayune does not reach by carrier delivered circulation.

As far as your Burt's advertising is concerned in your use of the other afternoon paper exclusively, you are reaching only half of the afternoon field and are missing the tremendous buying power of the other half which is covered by The New Orleans States.

We have tried, over the period of the time that Edison Bros. have used The New Orleans States, to render every cooperation possible in connection with your advertising. We believe we have given you the finest position that you have received in any New Orleans newspaper and we do hope that we will be allowed to continue to cooperate with Edison Bros. as we have in the past.

We sincerely hope that you will see fit to alter your plan so that you can not only continue your schedule for Baker's but you can add Burt's advertising for the States, as well.

Kindest personal regards.

Yours sincerely,

THE NEW ORLEANS STATES

Nelson R. Swayze,
Advertising Manager

nrs:vl

2077

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Government Exhibit 44

March 30, 1950

Mr. Lester Barnett
Barnett Furniture Co., Inc.
600 Carondelet St.
New Orleans, La.

Dear Mr. Barnett:

In a recent interview with Miss Pfleeger, she told me of the tremendous pressure of your present business, and how it, along with some personal matters, were consuming all of your time. In this same interview, I had said some things about the New Orleans States as an advertising medium which, Miss Pfleeger felt, was important enough to be brought to your immediate attention. At her suggestion, I am writing this letter briefly outlining those things which interested Miss Pfleeger, in the hopes that you will have the opportunity to examine them at your leisure, rather than consuming your time in a private interview when you are under such a strain as you are presently.

I believe one of the things which proved most interesting to Miss Pfleeger was the magnificent job in public acceptance accomplished by the New Orleans States during the past 17 years. In 1933, when the States was purchased by the Times-Picayune Publishing Company, the first day sales were some 22,000 papers. At the same time, the circulation of the other afternoon paper was said to be 57,000, or almost triple that of the States. Today, both papers are close to the 100,000 figure and, while the other afternoon paper has almost doubled their circulation, the States has increased their total number by nearly 5 times as many! Mr. Barnett, close to 100,000 families, mostly in the middle-steady income bracket, are buying, paying for, and READING the New Orleans States! I feel it unnecessary to take your time to discuss the features that have made the paper so readable but simply wish to point out that when the sales message of Barnett Furniture Company is presented regularly and consistently within the pages of the New Orleans States, it will have a brand, new market of a 100,000 families, a large portion of whom are not readers of any other New Orleans newspaper. I feel that it is also worthwhile to point out the consistency with which our circulation department has worked to provide unduplicated circulation between the Times-Picayune and the New Orleans States. Every effort, over a period of years, has been made to place the States in homes not reached by the Times-Picayune and that effort has been so successful that today we have some 36,700 seven day subscribers; 36,700 families who read the New Orleans States alone six days a week. On the other hand, the Times-Picayune circulation department places a subscription into the home of every subscriber of the other afternoon paper wherever it is possible to do so. Today, there is far greater duplication of circulation between the Times-Picayune and the other paper that between the Times-Picayune and the States.

In analysing newspaper reader habits in the New Orleans market, it is immediately apparent that there are two entirely different and separate fields of interest. In round figures, the morning field is roughly 200,000 and is thoroughly covered by the Times-Picayune. In the afternoon field, there are two papers, each

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with roughly 100,000 circulation. It is therefore apparent that, to achieve full coverage in both morning and afternoon fields any merchant could divide his advertising budget on a percentage basis to accomplish just this.

Inasmuch as you can not really hope to buy in the new Sunday paper anything in addition to that which you are already paying for in the Times-Picayune-States, I am suggesting that you give consideration to equally dividing those funds now being spent in the new Sunday paper and the normal budget for that paper, on a dollar and cents basis, between that newspaper and the New Orleans States, thus accomplishing for Barnett Furniture Company complete and full coverage of the New Orleans market in both the morning and afternoon fields. Actually, the States with its lower rate and its proven public acceptance presents a much better buy than the other paper.

It is my hope, Mr. Barnett, that you will find a few moments to carefully consider these facts and, if it be your desire, I shall be most happy to discuss it with you at your convenience.

I should like to thank both Miss Pfleeger and yourself for allowing me to present these facts in this manner.

Yours sincerely,

W.R. Benefield
For The States

wrb:vl

2079

Government Exhibit 45

1955

ALL OFFICES

November 26, 1949

NEW ORLEANS TIMES PICAYUNE PUBLISHING COMPANY

This is to notify you that the Times Picayune, morning, and the New Orleans States, evening, will be sold as a single unit commencing February 1, 1950 on all new business written from December 1, 1949. The same full service - morning and evening rates - which have been in effect will continue as heretofore and which are as follows:

Open	
5,000	51-1/2¢
10,000	51¢
20,000	50-1/2¢
30,000	52¢
50,000	51¢

All contracts placed and accepted prior to December 1, 1949 will be carried through to completion. Or, in other words, these advertisers will not be subject to the mandatory single unit rate arrangement which otherwise becomes effective on February 1, 1950.

For accurate guidance in determining rates and terms refer to rate card issued December 15, 1948, revised June 1, 1949 and in effect July 1, 1949. Special emphasis is being placed on this point because some advertisers have specified rates for morning only, evening only, combination only, or Sunday only. Again, the rates and terms as specified in the above referred to rate card are to apply in all instances where advertisers are presently protected by contracts.

In some cases agencies may already have approved estimates covering schedules that extend beyond February 1, 1950 but do not co-incide with the new single unit plan which becomes effective on that date. In these few and far between cases submit full particulars to Mr. Roland Ladreyt so that equitable decisions can be reached.

The Times Picayune Publishing Company will today and Monday mail out official announcements of this single unit plan so that all interested parties should have same prior to December 1, 1949.

In a few days you will receive a new rate card specifying the

1956

daily single unit, the Sunday, the Sunday and evening and the Sunday and morning rates. You will note that the only changes in the card are the elimination of the individual morning and the individual evening rates and the additions of the evening and Sunday and the morning and Sunday rates.

You will further note that advertisers under this new plan are permitted a lee-way of six (6) days in the same calendar week between insertion in the morning Times Picayune and the evening States. On former rate cards advertisers had but a three (3) day lee-way between these two newspapers.

So that there will be no possible chance of misunderstanding, here's a concrete example of how to handle a contract after December 1, 1949 .... The present rates and terms as set forth in rate card effective July 1, 1949 (revised June 1, 1949) will apply to February 1, 1950 and then the daily single unit rate becomes mandatory from that point forward. No deviation will be made from this policy unless advertisers can show us evidence that plans have been approved calling for service in other than both daily papers after February 1, 1950. These cases, of course, are to be submitted to Mr. Ledreyt as I have set forth in the foregoing paragraph.

We are confident that the advertiser is being best served through this new single unit arrangement. Consequently, it behooves each and every one of us to constantly stress the inherent strength and economy in the use of these two newspapers. We know that based on two separate audits that the Times Picayune morning and the States evening provide virtually 100% coverage of New Orleans families. That is the important thing to drive home in all of your contacts in your respective territory! This new daily plan will enable advertisers to reach the greatest number of families at the least possible cost.

There is no need for me to stress the equal economical rates of the Sunday, and the morning and evening, and the morning and Sunday papers but suffice it to say that the Times Picayune Publishing Company continues to make circulation available at a price comparable to or less than many papers in their region and less than a good number of larger papers published in greater population centers elsewhere.

The morning Times Picayune and the evening States together carried approximately thirty-three million lines of total advertising in the year 1948. We will carry about thirty-five million lines this year. Because of this tremendous volume plus the extraordinary growth of the market both as to population and retail

sales, advertisers will find it logical and, in fact, esse tial to allocate top schedules to these newspapers.

We anticipate that a relatively few accounts which have formerly used the Times Picayune exclusively or the other evening paper in conjunction, may endeavor to prevent the "old order changeth". In those cases be firm. The policy has been set. Use the greatest degree of adroitness at your command to sell and more important convince them that these two papers are a "natural", and provide the greatest possible coverage at the least possible cost per family reached.

We all know that the Times Picayune and States have been well sold in the national field but I do not think the time for us to assume that the many hard years spent to bring about the recognition of these two newspapers will be sufficient to carry us over in the immediate months ahead in a style or volume that would be entirely satisfactory.

This single unit plan will expedite the release of millions and billions of advertising impressions in the afternoon field. This additional pressure is very much in order not only because the market has grown in the last ten years but perhaps more important the national magazines have not penetrated the New Orleans area sufficiently in the last 25 years to put it on a par with other markets which have enjoyed millions and millions of magazine impressions all of which undoubtedly has redounded to the benefit of advertisers' products. A few years from now national advertisers, in my opinion, will look back in retrospect and find that their goods are moving at a faster rate than they did formerly under the old plan of buying newspaper space for advertising.

Last, but not least, this single unit plan ought to eliminate to a great extent the deleterious selling on the part of our evening contemporary which in the long run is not to the best interests of the manufacturer.

Your especial attention is directed to this situation at this time.

Cordially,

WJKelley/meg
CC: Chicago office
Detroit
San Francisco office
Los Angeles
Atlanta
Mr. H. C. Jann
Mr. J. F. Time, Jr
Mr. R. Ladreyt

NEW YORK OFFICE

2082

1353

JANN & KELLEY, INC.

Newspaper Representatives

NEW YORK 17, N. Y.

December 1, 1949

Mr. John F. Tims, Jr.
The Times Picayune Publishing Company
Lafayette Square
New Orleans Louisiana

Dear Jack:

This will acknowledge your letter which in particular concerned Loyal Phillips. It would appear to me as though the new management of the Item used poor judgment in their handling of this capable gentleman. I hope that by this time he had been successful in his negotiations with Clark Howland of the Atlanta Constitution.

Your announcement and batch of new rate cards arrived in this office late yesterday afternoon. The agencies along Madison Avenue received their announcments about the same time, apparently, inasmuch as we began to receive telephone calls and inquiries of one kind or another shortly after 3 o'clock yesterday afternoon.

I thought that you would like to obtain a consensus and 'phoned you after 5 o'clock yesterday but learned that you had not returned from your duck hunting trip and were expected back late today. In your absence I tried to reach Bobby Gough but he was upstairs in the news room and I then spoke to Chappy Hyams. I told him that we had not received any serious protests or resistance from those we had heard from up to 5 o'clock last night.

Among those agencies who had us on the 'phone in no time at all were Young & Rubicam, Lennen & Mitchell, Al Paul Lefton of Philadelphia, Foote Cone & Belding and four or five others. In addition, Tom Walker, of Sawyer-Ferguson-Walker, 'phoned me this morning and wanted to know how we were going to handle the new single unit plan especially with regard to those accounts already covered by contract. Naturally, I set him straight on the points he raised.

We received three contracts this morning specifying the individual rates for one year from December 1st, 1949 or after. These, of course, are being personally returned to each of the three agencies for the

purpose of obtaining the single unit rate from February 1, 1950 on, unless, of course, these agencies have commitments or schedules approved by their clients and in each of these possible cases all the particulars will be furnished to Mr. Ledreyt for his consideration.

Warwick & Legler sent us a contract this morning on Seagram which cancelled and superseded their original contract dated August 1st on which they had earned the 30,000 line rate. We see no reason why Seagram should not live with the contract that became effective August 1st. There is no reason for Seagram issuing this new contract except to obtain an extension on the individual rate arrangement and this of course is out, as we can safely assume that Seagram and its subsidiary companies has no schedule which extends beyond July 1st, 1950.

All of these cases are receiving our individual attention. We are determined to handle this new change-over in a manner which will be entirely satisfactory to the customer and to you. As I told Chappy, it would appear thus far that the new rate card has not caused too much of a ripple. Two of the agencies who 'phoned in did not indicate any resistance to the new plan.

I have already personally covered this change-over with two of my friends down at Schenley and from my talk could not detect any resistance to this new plan. Now, while this is only one account it is one of the two largest accounts that we have on our books yet they have not been buying both of your papers on all schedules so I think that this particular situation is sufficiently important to single out for personal attention.

I think that you should know that all of those agencies who have been in touch with us have expressed their appreciation in no uncertain terms of our policy of carrying out present contracts to their completion. Had we done otherwise I think that we would have made a very serious mistake. Furthermore, several of these same agencies were glad to know that we were going to continue our volume discounts and as I told you in New Orleans a few weeks ago this volume discount plan is endorsed by many of the largest advertisers in the business and is receiving the personal and unrelenting attention of such men as Paul West, president of ANA, Jack Kuric, vice president and media manager for ANA.

You will be interested to know that Al Foster, media director for Lever Bros. and former chairman of the newspaper committee of ANA has resigned from Lever Bros. He has refused to transport himself and family to Lever's new headquarter here in New York. On December 15th Ralph Robertson

media director of Colgate Palmolive Peet will be elected chairman of the newspaper committee of the ANA. Ralph is a keen student of newspapers and he is also hepped on volume bracket rates.

I am to have a meeting with Ralph at 9:15 A.M. tomorrow in Jersey City at which time I am sure that your new rate card will come in for discussion. You may be sure that your situation will be handled to the very best of my ability.

I think it is important for us to constantly remember that 60% of the membership of ANA use more than 5,000 lines of newspaper space annually and I prophesy that Ralph Robertson as chairman of the ANA newspaper committee will conduct a forceful campaign for the establishment of volume discount rates. There are some important men on this same committee such as Bill Brown, vice president and advertising director of Canada Dry Ginger Ale, Bill Ittman, media director of Procter & Gamble, Al Brown, vice resident and advertising director of Best Foods and Al Schilling, advertising manager of National Distillers. You will note that the newspaper committee and the chairmen of that committee represent several of the largest users of newspaper space consequently they are interested in bringing about better rates for large users of space.

It would appear to me that our new card embodies features that are quite in line with the ANA objectives. I'll get a better perspective of the true situation that pervails when I see Ralph Robertson over in Jersey City tomorrow morning and will be in a position tomorrow afternoon or Monday to give you a more complete picture as to how the new rate card is being received in this area.

I am particularly glad that you had the opportunity of a prolonged visit with Austin Igleheart, president of General Foods. This is an extremely important contact at this time.

I want to thank you, Jack, for the many courtesies you extended to me while I was in New Orleans. I particularly appreciated that wonderful dinner party at your home. I was glad also that I could remain at your staff meeting until the last gun was fired. I arrived in Detroit the next morning at 8:30 A.M. in the most beautiful snowstorm that you ever saw.

A copy of this letter is going forward to Roland Ladreyt in the same mail.

Sincere personal regards,

Cordially

2085

VJKelley/meg

JANN & KELLEY, INC.

Government Exhibit 47

LANN & KELLEY, INC.

Newspaper Representatives

NEW YORK 17, N. Y.

April 12, 1950

Mr. John F. Tims, Jr.
The Times Picayune Publishing Company
Lafayette Square
New Orleans Louisiana

Dear Jack:

The New Orleans Sunday Item of April 9th has just reached this office. What a contrast to their first issue of March 5th! It appears to me that this present Sunday Item falls far short of the "ballyhoo" that we have heard for so long .... that Orleanians were going to receive the biggest and best Sunday paper ever.

The Sunday Times Picayune and States issue of the same date from the standpoint of news and advertising is so outstandingly superior that there just isn't any comparison with the interloper. The T P & S, 80 pages vs. the Item, 46 pages, excluding supplements and comics in each case, is irrefutable evidence that it takes more than conversation and a lot of fanfare to wean readers and advertisers from a newspaper that has been serving the community adequately for a long time.

The rapid decline in pages and content in the Item in the 5 short weeks from 96 pages to 46 pages is something that we are bringing to the attention of national accounts and the best way to do this is to compare the initial and most recent issues of the Sunday Item with corresponding issues of the Sunday T P & S. This comparison will accurately reflect the constant downward trend of advertising, news content and number of pages. Conversely the T P & S has marched on retaining its bulk as to news content, advertising and all of which points up the fact that the Sunday T P & S has amply fulfilled the needs of the reader and the advertiser alike.

I understand that the advent of the Sunday Item has not jarred loose your circulation structure. All in all I would say that the Sunday Item has fallen far short of their anticipated goal.

1362

We are determined to keep advertisers and agencies currently apprized of the developments taking place in the New Orleans Sunday newspaper field. It can be said truthfully that the Sunday Item has thus far failed to penetrate the New Orleans market sufficiently to justify the cost of its use by local or national accounts.

We are keeping a weathered eye on each and every issue of the Sunday Item for the express purpose of making direct comparisons of it with your Sunday newspaper. Further, to bring this weekly comparison to the attention of national accounts. We are not underestimating the opposition on the basis of what little they have shown thus far ... you can be sure of that.

With all good wishes,

Cordially

VJKelley/meg

VJK KELLEY INC

Form 555

Government Exhibit 48

REPRESENTATIVE'S REPORT

General Advertising Department

Subject KAISER-FRAZER CORPORATION Date April 27, 1951

Met Mr. Ralph Bachman, assistant advertising manager, who made a special trip here in an attempt to sell Mr. A. A. Klein of Klein Motors, local distributor, on an advertising program which would include all dealers operating under Klein, similar to the program being in operation in other large cities. The gist of the program is this - besides the $20.00 per car which each dealer pays for advertising he would pay another $10.00 and in return the above would credit this special advertising program with $20.00 for which the dealer body could spend this appropriation for any advertising which he wishes on a local basis including new or used advertising, radio, T-V, service, parts and banners for used car lots, etc. According to Bachman this program would reduce the new car copy placed by the factory. It was the intention of Bachman to make Klein president of his dealer group, but Klein declined to go along with the factory on this special advertising program.

Bachman said the factory is getting ready to release a large campaign, 1,000-line insertions, to begin early in May and to run one ad per week over a five week period.

Regarding the American Weekly which has been carrying a page every month since the first of the year, Bachman said he believes the Ammercian Weekly advertising will be discontinued after June. He said very definitely that part of this advertising is charged against Klein. He told me that a readership study of the American Weekly and This Week was made in Cincinnati and there was no comparision how far ahead This Week registered.

Bachman and I tried to sell Klein on the idea of running Sunday copy. Bachman agreed to take part of the dealer advertising fund in such towns as Baton Rouge, Biloxi, Houma, etc., where all of the advertising fund is not being spent, and threw in to New Orleans, but Klein does not

2088

Representative _____

REPRESENTATIVE'S REPORT
General Advertising Department

Subject Page Two Date

care for Sunday advertising. On the other hand, Bachman declined to make the same offer on week day advertising; stating that our coverage was not sufficient. In this part of the conversation Bachman brought out the fact that neither the factory or the agency are in accord with our unite rate structure.

In pointing out the fact that The Item enjoys a greater portion of the business due to the 'plus' business in the American Weekly, Bachman said that is what he tells Clarke Stevens of Sawyer-Ferguson-Walker Company. He also remarked that Stevens tries to sell him on the idea of running exclusively in The Item, taking advantage of the [redacted] wide city coverage and to use the big 50,000 watt radio station for his out-of-town coverage. He said that Stevens was scheduled to be here last week and inquired if I had seen him.

2089

Representative Hebert

NEW ORLEANS STATES

Government Exhibit 57

Her Own M
To Success
Not for Sa

By MARALYN MAR
(International News Servic

HOLLYWOOD, Nov.
quant Mala Powers, 18
celluloid exclamation po
her own cross-filing sy
success.

And she will not sell
million bucks.

Mala, who plucked on
acting plums of the ye
she landed the Roxanne
posite Jose Ferrer in "Cy
Bergerac," has broken a
er fantasies in rising fr
security to stardom in six

Little Mala has never
for that knock to come t
her door. She started
of nine and has planted he
of fame ever since.

She landed her firs
part in the Ida Lupin
"Outrage" just six month
and that was the feminin

Tells Key to Success

Mala tells her key to s

"I started my professio
reer under the tutelage
Reinhardt when I was ni
we decided I should wait
I tried to crash the flick

"So, naturally, I did. M
dramatic line, in a Little
play, 'Was a significant
You Very Much' directed
Reinhardt."

Then followed several
male roles plus modelin
until the brown-haired g
cided to crash radio.

At 14, Mala became
headed success searche
here is where her cross
stardom came into play.
giggled.

Get to Know Habits

"I made detailed file o
casting director and prod
the game, I jotted dow
phone numbers, address
secretaries' names—and t

Dear Joe: I
A-Bombs f

By
(Int

NEW YORK, Nov. 3—
This is the first note
letters between us. You
would like nothing better
I'd offer you little old me
'Right off the bat I'd li
some of your blokes ove
handed with a kindly loo
the glass one?'

And not long ago your n
per fellows at UN tossed
at their Riverside dr.
and did not invite a single
ican fellow-traveler. Just

would like nothing better
I'd offer you little old me
Right off the bat I'd li
some of your blokes ove
handed with a kindly loo
the glass one?
And not long ago your n
per fellows at UN tossed
at their Riverside dr.
and did not invite a single
ican fellow-traveler. Just
the regular American w
stiffs who make a living
the truth. Your fellows act
human during the polite
too, in case you want t
proper action. First thi
know they'll forget to lo
door on the Tass b
each night.

Hold That A-Bomb!

Better not drop your A-b
us just at this time, Joe. W
the midst of an exhaustiv
gram familiarizing us wi
precautions we must take t
being radiated to a cinder.
a day passes that the
ment, or some sober-sided
heaver with imposing initi
hind his name doesn't tell
to prosper in the midst
A-bomb attack. Am plan
book myself: "How to Ha
Though Fissioned." F
House is interested.

Right at the moment w
all the answers. Besides,
drop one on New Yor
(which has been hypoth
destroyed by theoretical A
in 17 magazine articles th
year) it wouldn't be notic
see there's a mayoralty
paign on.

Take me, for instance.
drop one on me today I'd
toss away my copy of a d
tract named "No Place to
and whip out either my n
page booklet, "Survival
an Atomic Attack," or my
new copy of "How to Sur
Atomic Bomb."

Know All the Tricks

You couldn't kill me
fun-loving rascal. Not wh
clothed in all the knowled
tained in those survival
Quick as a flash I'd
ter against a building o
ditch or gutter" or "flatten
the base of a wall," or
face in arms to protect
flash burns."

WISHIN

3	4	3	8	4
H	A	B	H	A
3	1	3	2	5
E	I	R	C	R
5	3	3	5	6
U	S	S	F	O
1	3	8	4	5
L	A	A	D	C
3	1	7	4	5
T	W	O	A	T
3	2	1	5	7
U	R	A	W	T
5	3	3	2	4
A	P	R	C	M

HERE IS A pleasant lit
every day. It is a na
fortune. Count the lette
letters is 8 or more, sub
add 2. The result in you
hand corner of the recta
numbers, left to right. T
the checked figures give

the one phone call that brings results

the one phone call
that brings results

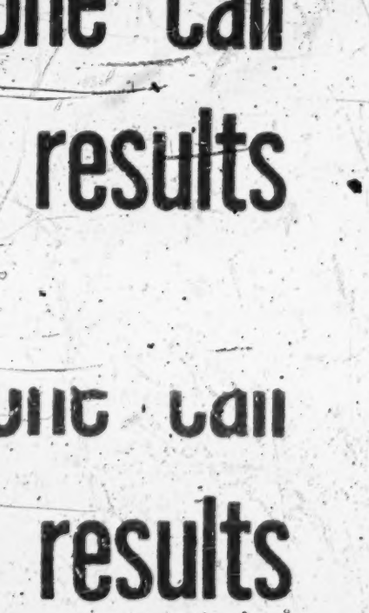
often in ONE day!

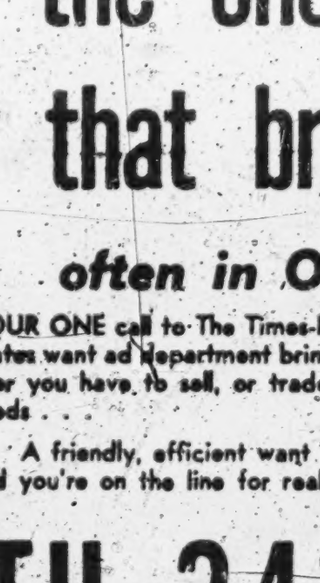
YOUR ONE call to The Times-Picayune and New Orleans States want ad department brings . . . results . . . whatever you have to sell, or trade, whatever your want ad needs . . .

A friendly, efficient want ad taker assists you . . . and you're on the line for real results! Call soon . . .

TU 2411

Just say "Charge It"





Two Reasons why you do better with a T-P and States Want Ad

First, your ad appears in two newspapers . . . their circulations total more than 270,000 any day. And that means your chances for results are greater, far greater . . . And, second, you get both at one low cost . . . so you enjoy real economy—you get more for your money.

Finest in the South

The Times-Picayune
NEW ORLEANS STATES
Want Ad Section

1365

Government Exhibit 49

Jann & Kelley, Inc.

366 MADISON AVENUE
NEW YORK 17, N. Y.

NEWSPAPER NEW ORLEANS TIMES PICAYUNE & STATES DATE NOVEMBER 17, 1960
ATTENTION B. ROLAND LAFFYT

ACCOUNT PRIDIUM CORPORATION ... ANAHIST
AGENCY FOOTE, CONE & BELDING

Dear Lad:

Upon receipt of word from Vin that the second ad on Anahist was ordered only for the Times-Picayune, I immediately saw Joe Spiegel and was told that this was not only a fact but they had switched out of the States into the Item. Their sole reason for doing this was based on the heavy retail drug linage in the Item and a conclusion they have reached that the fight in this field is to gain and promote drug store support in view of the many new cold pills coming on the market each week. I have not yet been able to shake Joe loose from his determination to follow retail drug linage.

Cordially yours,

JANN & KELLEY, INC.

ARKETCHAM,JR/gmv
cc: ATLANTA

2090

1366

Government Exhibit 50

Jann & Kelley, Inc.

366 MADISON AVENUE
NEW YORK 17, N. Y.

NEWSPAPER: NEW ORLEANS TIMES-PICAYUNE & STATES
ATTENTION: MR. ROLAND LADREIT

DATE: JANUARY 26, 1950

ACCOUNT: PYRIDIUM CORPORATION ... ANAHIST COMPANY - ANAHIST
AGENCY: FOOTE, CONE & BELDING, INC.

Dear Lad:

We are enclosing revised contract on Anahist, issued to include the separate rates for morning and evening papers inasmuch as the original contract No. 503, dated November 7th, 1949, stipulated only the combination and Sunday rates whereas they are entitled to optional papers as desired for one year from November 9th, 1949.

In passing, we should report that Joe Spiegel and his New York office of the agency continue to be somewhat resentful of our single unit change, and Vince Kelley and I have arranged with Joe for a meeting of their entire Media Department to thrash the matter out and reconcile their attitude about it. You will recall that somewhat the same procedure and experience was encountered at the Chicago office of the same agency. Spiegel is one of the very few Media Directors in New York who has stubbornly clung to his feeling in the matter — but I am sure we can dispell this and everything will be sweetness and light thereafter.

Cordially yours,

JANN & KELLEY, INC.

ARKETCHAM,JR/gmv
cc: ATLANTA

Government Exhibit 51

Jann & Kelley, Inc.

360 N. MICHIGAN AVENUE
CHICAGO 1, ILL.

NEWSPAPER: THE TIMES PICAYUNE PUBLISHING CO
ATTENTION: MR. ROLAND LaDREYT

DATE: MARCH 3 1950

ACCOUNT:
AGENCY:

Dear Lad:

This will acknowledge your letter of February 28 in which you supply us with a number of copies of your new Retail rate card and contract blank.

We note that effective March 1, 1950 the Retail rates in the Daily Times-Picayune will be raised 1¢ a line in all brackets from 2,500 lines and up and on Sunday the rate is increased 1½¢ a line for 20,000 lines and up and 2¢ a line from 2,500 lines to 10,000 lines inclusive.

The States' rate, we understand, remains unchanged.

Your letter refers to comparative linage reports of principal Retail advertising accounts using New Orleans newspapers during 1948 and 1949...however you failed to include this material with your letter.

You likewise sent us a comparison of copies per penny of the New Orleans newspapers as compared with representative newspapers thruout the country based on their Retail rates. This tabulation is not quite clear to me as I note in the case of the Daily Times-Picayune and the Daily States you quote the minimum rate. For The Item you quote both a minimum rate and also the rate in the 600,000 line bracket. The question is, just what is the reason for this and just as a matter of information we should like to know whether the rates for the other newspapers are based on minimum rates or otherwise.

I am wondering also why you failed to break down the circulation of the Miami Herald in the city & suburbs as was done in the case of the other newspapers shown.

Your letter also states that from this circulation and

Jann & Kelley, Inc.
360 N. MICHIGAN AVENUE
CHICAGO 1, ILL.

NEWSPAPER:
ATTENTION:

DATE:

ACCOUNT:
AGENCY:

rate analysis it will show that The Times-Picayune - New Orleans States ..... Sunday ... offers advertisers a far more economical rate than The Item and most of the other papers. There is no information accompanying your letter with reference to the Sunday issue also your circulation and rate chart for The Times-Picayune lists it as Morning & Sunday. In the absence of another chart for Sunday, the rate and circulation will show the Times-Picayune listing as misleading.

Will be interested in hearing from you further with any comments you can pass on to us to give us a clearer understanding of this information.

Meanwhile can you advise us at this time whether the Item has or plans to issue a new Retail rate card.

Cordially yours

JANN & KELLEY, INC.

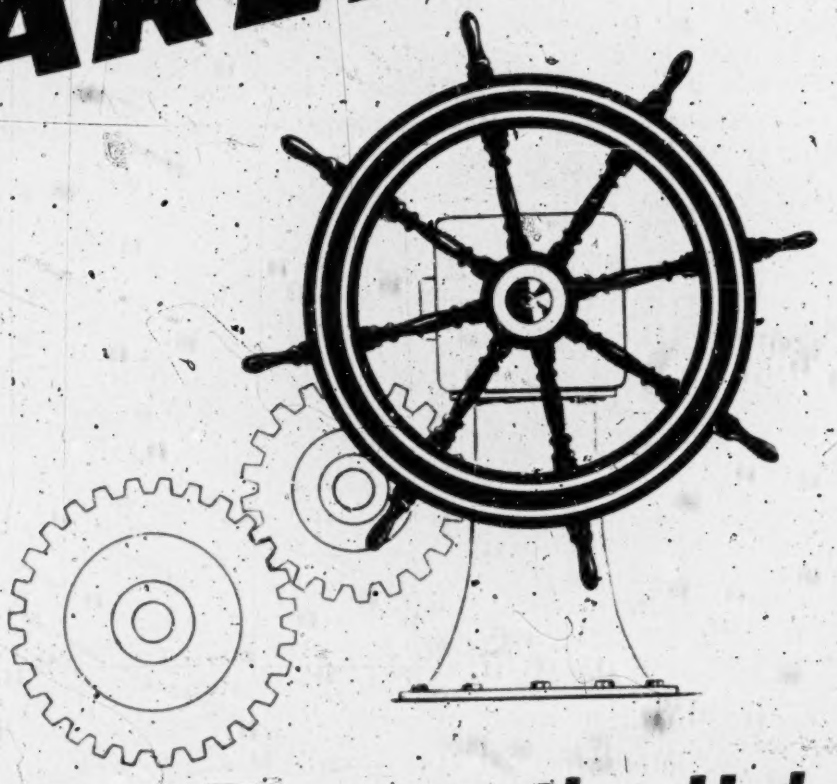
HCJ HRS

CC FOR NEW YORK

2093

Government Exhibit 52 1369

GEARED!



To give you the Helm

BY ANY RECKONING, you've got the helm in New Orleans . . . when you use the one-cost, geared Times-Picayune and New Orleans States.

Because with these two, you cut an efficient, straight wake . . . direct to big sales in New Orleans, and the trading zone. There's no zigzagging here, no yacht-club porch palaver . . . only on-deck, in-hand, result-ful selling . . .

You reach the most people, and you prompt the most response . . . Two solid, big-circulation influences—meshed together like gears!—work for you, make the most of your advertising dollar . . .

Halloo Jann & Kelley, Inc., today for the complete story . . . and pilot your product to oceans of success . . . down our way!

TOTAL CIRCULATION
M. & E. 270,636 Sunday 281,710
3 Months Ending March 31, '49.
Milline Rates as Low as 1.11 M. & E.—1.95 Sunday

New Orleans
TIMES-PICAYUNE and STATES
GEARED TO SELL THE NEW ORLEANS MARKET
Moving in different directions!

2094

1370

Government Exhibit 53

Nov. 4, 1949

NEW ORLEANS STATES

Gun Gone Fast

with want ad

12-GAUGE Remington pump Model 10. $35 CA 0684

It's only two lines, but this want ad brought more than 20 replies to Mr. Frank Encardes, 603 Philip Street. He sold the gun fast—with no effort.

There's the advantage of Times-Picayune and States want ads. They work so easily for you and they're easy to place . . .

TWO NEWSPAPERS AT ONE LOW COST

call TU-lane 2411

Just Say 'Charge It'

BUSINESS PERSONALS | BUSINESS PERSONALS

2095

Government Exhibit 54

MON OCT 31/49

Your T-P and States

WANT AD

APPEARS IN QUARTER-MILLION PLUS NEWSPAPERS

DAILY	270,636
SUNDAY	281,710

TWO NEWSPAPERS AT ONE COST
GEARED TO GIVE YOU RESULTS

Phone a Helpful Want-Ad Taker Today

TU-lane 2411

JUST SAY 'CHARGE IT'

BUSINESS PERSONALS | BUSINESS OPPORTUNITIES

6 BIG ISSUES OF THE STATES FOR 25¢

It's your evening newspaper bargain! Six great days of the big New Orleans States—Monday through Saturday—delivered to your home for 25 cents, less than a nickel a copy! The States' evening competitor charges 30 cents for six days. Switch to The States . . . enjoy the saving, and get the fresh NEWS-full newspaper.

Fifteen cents more now brings you the big, exciting Sunday The Times-Picayune New Orleans States . . . delivered to your home! It's one of America's finest newspapers (we've worked hard to make it that). Two handsome color magazines, great sports, comics, everything—and, above all, live, fresh, complete coverage of the news. Seven days, 40 cents!

7-day STATES

(including Sunday)

also a bargain

It's easy to order **The STATES** delivered to your home. Call TU 2411

2097

Government Exhibit 56

use a Times-Picayune States Classified Ad

RENT . . . trade . . . buy . . . or sell . . . Chances are your answer's in a Times-Picayune and States want ad.

Thousands have used want ads with speedy results . . . answers by the dozen . . .

And there are answers waiting for your ad in The Times-Picayune and States . . . because through these two newspapers (you get both at one low cost) you reach tremendously more people who may

Circulation
281,710
Sunday
270,636
Daily

States Classified Ad

RENT . . . trade . . . buy . . . or sell . . . Chances are your answer's in a Times-Picayune and States want ad.

Thousands have used want ads with speedy results . . . answers by the dozen . . .

And there are answers waiting for your ad in The Times-Picayune and States . . . because through these two newspapers (you get both at one low cost) you reach tremendously more people who may be looking through the ads for just what you have to offer . . .

As a matter of fact, your ad appears in more than a quarter million newspapers!

Nowhere else in New Orleans . . . in no other manner . . . can you reach so many people . . . at such a low cost!

Place your own want ad early.

Circulation
281,710
Sunday
270,636
Daily

TU-lane 2411
Say 'Charge It'

RENT · TRADE
FOR RESULTS
BUY · SELL · LOAN

There Is No Substitute for Results

2098

1375

Government Exhibit 58

...h. with services at St. ...tairie cemetery.

...day, February 19, 1951, a. m., BERTHA M'COY, ...Prieur street; mother of ... mother-in-law of Eunice ... survived by a host of ...hews; a native of Wood-

...iends of the family are ...d to attend the wake on ... February 22, 1951, at ...t Era Baptist church, on ...treet, between Third and ... and funeral on Friday, ...1951, at 12:30 o'clock ...Robert Ross officiating. ...rollton cemetery. ...ood Citizens Funeral Sys-

...Wednesday, February 21, ... o'clock p. m., PETER ...ved husband of Gertrude ...father of Herbert, P. J., ... also survived by three ...brother of George and ... Mrs. C. Jacquet, Mrs. ... Mrs. V. Treger; aged 63 ... of New Orleans, and a ...etairie for the past 27

...iends of the family, also ...ckenbach Steamship Com- ...pectfuly invited to attend ...hich will take place from ...n and Son Funeral Home, ...road, on Friday, Febru- ...at 4 o'clock p. m. ...ayette No. 2 cemetery.

...Wednesday, February 21, ... o'clock p. m., CLOVIS ...ontegut, La., husband of ...n of Francois Naquin and ...Naquin, father of Anthony, ...mes Naquin, Mrs. Joseph ...aulinare Brunet, Mrs. Lo- ...and Mrs. Camille Naquin; ... grandchildren and seven ...dren, aged 68 years, a na- ...ative of this parish. ...iends of the family are in- ...d the funeral, which will ...Friday, February 23, 1951, ...m., from the residence ... church, Montegut, La. ...Chauvin Funeral Home.

...onday, February 19, 1951, ...a. m., at the residence ...of South Claiborne avenue, ...LEY POWELL, husband of ...sband of Mary Gosse; ...William T. Powell, S. A., ...

...ken from the House of ...Charles avenue at Lou- ...Portsmouth, N. H., for ...terment.

...ter of Caroline Butcher and the late Robert Q. Dendinger; sister of the late Mrs. Mildred Stelljes.

Relatives and friends of the family, also members of the Mothers Club of St. Rita's School, and employes of Touro infirmary, are invited to attend the funeral, from the home of Tharp-Sontheimer-Tharp, Inc., 4127 South Claiborne avenue, near Milan street, on Friday morning, February 23, 1951, at 9 o'clock, followed by requiem mass at St. Rita's church, Pine and Lowerline streets.

Interment in St. Joseph's No. 1 cemetery.

Memorials

In Loving Memory of
JOSEPH J. WAGNER
Died February 22, 1939.

Time may heal the broken heart
Time may make the wound less sore
But time can never stop the longing
For the loved one gone before.
Sadly missed by
SISTER LENA.

NEW ORLEANS STATES

(Founded January 3, 1880)
Published daily except Sundays
By The Times-Picayune Publishing Co.
615 North street, New Orleans, La.

Entered at the United States Post Office New Orleans, as second-class matter.
MEMBER OF THE ASSOCIATED PRESS
The Associated Press is entitled exclusively to the use for republication of all the local news printed in this newspaper as well as all Associated Press news dispatches.

Advertising representative: Jann & Kelley, Inc., 366 Madison Avenue, New York 17, N. Y., 360 N. Michigan Blvd., Chicago 1, Ill., 226 Buhl Building, Detroit 26, Mich., 323-327 Palmer Building, Atlanta 3, Ga., 111 Sutter street, San Francisco 4, Calif., 2403 W. Seventh street, Los Angeles 5, Calif.

Subscription rates effective Jan. 1, 1951

	Carrier N. O.	La., Miss. Metropolitan	By Cities & Towns	Mail R.F.D.	Other States	Foreign Countries
DAILY ONLY						
1 Week	$ .25					
1 Month	1.10	$ 1.10	$ 1.55		$ 2.60	
3 Months	3.25	3.25	4.55		7.65	
6 Months	6.50	6.50	9.10		15.30	
12 Months	13.00	13.00	18.20		30.60	
DAILY AND SUNDAY						
1 Week	$ .40					
1 Month	1.75	$ 1.75	$ 2.20		$ 4.60	
3 Months	5.20	5.20	6.50		13.65	
6 Months	10.40	10.40	13.00		27.30	
12 Months	20.80	20.80	26.00		54.60	

Mail subscriptions payable in advance.

NEW ORLEANS
STATES
FEBY. 22, 1951

"His profound schola... untiring zeal, his win... sonality and his great ca... work, coupled to solic... piety and virtue fit hi... nently for the high o... entrusted to him. He ... tower of strength to t... bishop of Lafayette an... able this venerable p... slacken his pace and ... little on his many la... even to bask at times i... shine of happy memor... great work and i... achievements done for ... the diocese and for soul...

Bishop's Kin Takes Par...

Taking part in the c... were a nephew and a... the new bishop.

Brother Manfred Sch... the nephew, served as ... bearer, and the Re... Schexnayder, the cous... acolyte.

The new bishop was l... a dinner after the ceren...

Bishop Schexnayder, ... from Houma, was foun... Catholic center on the ... State university campus ... parish will be St. Mi... Crowley.

Other archbishops att... ceremony were the M... Joseph F. Rummel, Ne... Alexandre Vachon, Ott... ada, and Leo Binz, co... Dubuque.

2100

1376

Government Exhibit 59

NOV 10 1949

NEW ORLEANS ST. TIMES

10 Prospective Tenants

. . . answered this ad

1450 MARAIS ST.—3 rooms, bath. Immediate occupancy. RA 9439.

This ad meant "apartment rented" for Mr. Burtz, 822 Perdido . . . and the very first day it ran, too! Mr. Burtz naturally wants immediate results—that's why he chooses Times-Picayune and States ads: he says they've always meant "Immediate Results" for him.

When You Want

TWO NEWSPAPERS AT ONE LOW COST

call TU-lane 2411

Just Say 'Charge It'

BUSINESS PERSONALS

Contracting

Roofing and Sheet Metal Work

Work Guaranteed—Free Estimates

BUSINESS PERSONALS

Contracting

GENERAL CONTRACTORS

Major Repairs and Renovations

2101

1377

Government Exhibit 60

Form 38B

OFFICE MEMORANDUM

Date April 7, 1936.

To Mr. Tims, Treasurer - Business Manager, Department

From Mr. Murray, Advertising Director. Department

After giving a thorough perusal to Mr. Swayze's suggestion relative to a discount to furniture advertisers on copy picked up by the States from The Times-Picayune, I heartily agree that his suggestion is not only basically sound, but think that it will have the two-fold result of building up the States' furniture classification and at the same time cutting into the Item's furniture linage.

The amount of discount that we should give cannot be arrived at definitely until we have decided what our present cost for composition, etc., is. I believe, however, that it will be wise for us to decide to put in this furniture discount and carefully watch results over, say, a six months' period.

Aubrey F. Murray,
Advertising Director.

AFM/B

2102

1378

Government Exhibit 61

OFFICE MEMORANDUM

Date April 10th, 1950.

To Messrs. Adams, Davis and Muller Department

From Mr. Tims, Treasurer-Business Manager. Department

At a meeting held in Mr. Nicholson's office yesterday afternoon, attended by Messrs. Blackburn, Murray and Semyse and myself, Mr. Nicholson authorised the following change in our rate-card structure:

On All full page advertisements published in The Times-Picayune and picked up and published in the New Orleans States, without any change of copy, a discount of 01¢ a line to apply.

On all sections of eight pages or more published in The Times-Picayune and picked up and published in The New Orleans States, a discount of 02¢ a line to apply.

JTT/s.

John T. Tims, Jr.,
Treasurer-Business Manager.

2103

Government Exhibit 62

OFFICE MEMORANDUM

Date April 10th, 1950.

To Messrs. Hoehburn, Murray, Vance and Miller. Department

From John [illegible] Jr., Treasurer- [illegible] Department

This will confirm the meeting held in Mr. Nelson's office yesterday at which it was approved a discount of 1/8 per line on all advertisements published in the Times-Picayune and reported in the New Orleans States. Also a discount of 1/8 per line on all sections of 6 lines or more published in the Item-Tribune and reported in the New Orleans States.

There are to be no changes in the advertising from the manner in which they are now being run, with exception of a change in wording, such as "tomorrow" to "today" or vice versa.

JT/C.

John [illegible] Jr.,
Treasurer-Publication Committee.

1380

Government Exhibit 63

obruary [illegible]

[illegible]

10 [illegible]

[illegible]

[illegible] with the Stein's account we note from [illegible] are to see Mr. Shulman Monday, so we are [illegible] we have secured a little more [illegible] information contained in our wire.

[illegible] briefly with our Mr. Powers, [illegible] as well as considerable information concerning [illegible] has been forwarded to [illegible] loan letter to include full page copy.

We would like to have you make every effort to get this copy for The Times-Picayune and States combination, pointing out to them our unduplicated circulation and the economy of using the States and Times-Picayune combination in preference to The Times-Picayune and Item, thereby effecting a saving of approximately five cents a line.

Any copy that Stein's should run in The Times-Picayune only or just in the States within seven days time or vice-versa will give them an additional savings of one cent a line off of the present combination rate.

Inasmuch as Stein's will probably do their advertising for weekend business using either Thursday afternoon, Friday morning or Friday afternoon papers it would be well to point out to them that this combination rate would allow them to use The Times-Picayune on Friday thus securing Friday's and Saturday's business and repeat the same copy in the States of the following Thursday, which is also securing for them Friday's and Saturday's business.

We are informed by the local manager that he will have nothing whatever to say where this copy is placed and that mats and cuts will be sent to him with instructions as to media to

2105

1381

February 4, 1939

Mr. Grover Rothenburg

be used.

Will you please let us hear from you as early as possible after you have contacted Mr. Shulman.

Yours very truly,

The Times-Picayune Pub. Co.

Aubrey F. Murray,
Advertising Director.

afmsca

1382

Form 26B

Government Exhibit 64

OFFICE MEMORANDUM

Date September 2, 1939.

To Mr. Aubry Murry, Advertising Director Department

From Fred Torres Department

Mr. J. B. Harris, local manager of Steins, called me today to discuss a letter which he had received from his New York office in which his home office wanted to know if he would reccommend newspaper advertising and if so what one paper he would recommend and also the rates of that newspaper.

It seems to me that the best interests of this publishing company would be best served by selling the Times-Picayune exclusively for the time being at least. I think this would give us a better chance of freezing out the Item. Accordingly, I concentrated my story on the T-P and followed it up with the letter attached which he says he will forward to his New York office.

Mr. Dale knows Mr. Harris favorably and I suggest that he follow up here while I am on my vacation which begins Monday, Sept., 4th.

Fred Torres

cc Mr. Swayze.

2107

Government Exhibit 65

September 5, 1939.

Mr. G. V. Rothenburg,
Kono, Rothenburg & Jahn, Inc.,
10 East 40th Street,
New York, N. Y.

Dear Grover:

STEIN'S.

As you know, there has been no activity in the Stein's Clothing account for many months, your last letter way back on February 23rd telling that Mr. Shulman had said that there might be some advertising during March past. As you further know, nothing eventuated in that connection.

However, at the present writing, Mr. J. B. Harris, the local manager for Stein's, tells us that his home office wants him to make recommendations concerning newspaper advertising. Joe Dale, one of our salesmen, knows Harris quite well, and he has told Dale that any advertising his firm may contemplate placing, he would like to see run in The Times-Picayune. Fred Torres, another of our salesmen, who is on the States' staff, has received the same information from Harris and last week directed a letter to Mr. Harris, copy of which is attached hereto, that I believe Harris will send on to his New York office.

Torres is of the opinion, with me, that at the present time it would be to our best interest to sell Stein's on using The Times-Picayune exclusively for the time being, at least, as this would give us a better chance of keeping the Item out of the picture.

Will you please follow through on this case in New York and let me know your findings?

Very truly yours,

Aubrey F. Murray,
Advertising Director,
The Times-Picayune
Publishing Company.

AFM/B

ENC: as letter.

1384

Government Exhibit 66

OFFICE MEMORANDUM

March 8, 1948

To: Messrs. Murray, Ladreyt, Charlton, Swayze & Stephens

From: John F. Tims, Jr., Vice-President & Business Manager

Effective immediately, we will again accept advertisements for "Help Wanted" in the display columns. Such advertisements, however, must be ordered in forced combination.

Please be governed accordingly.

John F. Tims, Jr.,
Vice-President & Business Manager.

/dp

cc - Mr. Walter Allen
Mr. Forstall
Mr. Cochran
Mr. Bradford
Mr. Kuhn
Mr. Muller

1385

Government Exhibit 67

OFFICE MEMORANDUM

Date April 6, 1949

To Mr. Aubrey F. Murray, Director of Advertising Department

From R. E. Gough, Assistant Business Manager Department

Mr. Tine has authorized the solicitation of a Home Finance Company color advertisement for The Times-Picayune or New Orleans States. This is the advertisement which has already appeared several times in the Item.

Further, he has approved publication of finance company copy in either The Times-Picayune or New Orleans States, but copy from all New Orleans Banks and New Orleans Clearing Houses must be at the forced combination.

R E Gough

R. E. Gough,
Assistant Business Manager

REG:dp

cc - Mr. Charlton
Mr. Swayze
Mr. Ladreyt

1386

Government Exhibit 68

July 12, 1948

Mr. E. R. Holliday,
Jann & Kelley Inc.,
Palmer Building,
Atlanta 3, Ga.

Dear Ed:

For years past The Times-Picayune enjoyed practically a monopoly on the Liggett Drug Store advertising. Of late, however, the Item has cut in on this business to such an extent that all of us have been trying to do everything possible to get this business back.

We have written Chuck Jamison in Los Angeles concerning the account and he has given us a long report telling us that the assistant advertising manager there, who is a personal friend of his, says that the Rexall policy is to make the local store manager completely responsible for the store's operation. He told us further that this assistant advertising manager doubts that we can make much progress with W. H. Barnes, the Rexall Atlanta Manager. The gentleman in California thinks that Mr. Barnes in Atlanta concurred with the New Orleans store manager's request for use of the Item merely to keep peace and avoid argument. The Item's school is only amounts to 100 inches a month according to his records.

We have a new angle, however, Mr. Suttle, the local manager of Rexall, has told us that Liggett will be back in the Times-Picayune soon using a 120 inch advertisement once monthly instead of a two-column advertisement that ran in the past. Mr. Suttle has suggested that we contact Mr. W. S. Barnes, Box 1155, Atlanta, Ga. (see him personally, please) and do what we can to get this business back. The local manager here says that Mr. Barnes gets his instructions from the Los Angeles office; and I believe that the work we have done with the Los Angeles assistant advertising manager, Bob Benveniste, should prove helpful if Mr. Barnes in Atlanta finds it necessary to write headquarters for further permission, which we have already been told is not necessary.

Best regards.

Sincerely,

Aubrey F. Murray,
Director of Advertising.

afmiea

2111

Government Exhibit 69

1387

November 19, 1949

Mr. Marcel J. Voorhies, General Manager,
American Sugar Cane League of the U.S.A.Inc.,
414 Whitney Building,
New Orleans 12, Louisiana.

Dear Mr. Voorhies:

Our Mr. Baxter has told me of his recent conversation with you, at which time you told him that the Sugar Cane League budgets a stipulated amount to be used for newspaper advertising, and that this sum of money is divided equally between The Times-Picayune and the New Orleans Item.

I am happy to know that you were so kind and considerate in listening to Mr. Baxter's presentation of the fact that the New Orleans States, although owned and operated by The Times-Picayune, is a separate and distinct unit in the local newspaper field; and because of its many activities in behalf of the committee and the good things that are done for making a better Louisiana and New Orleans that the States should not be relegated to the scrap heap when firms are making budgets for advertising.

To be sure the circulation of the New Orleans States and the New Orleans Item is practically equal, and the fact that the New Orleans States and The Times-Picayune may be utilized at a combination rate giving you the States at a much cheaper rate than you could run linage in the Item should not be any reason why the States should not be included in your plans. The States, as you know, is one of the finest newspapers in the south. John Chase's cartoons, the editorials by Messrs. Fitzpatrick and Valeis are to my mind without peer in this southern world of letters. Our features and columnists are well known to you so I will not endeavor to further press a selling job at this time because I know that when you have discussed this matter with other members of your board that they too will see the wisdom of making a three-way division for future budgets.

I thank you for your kind interest.

Yours very truly,

Aubrey P. Murray,
Director of Advertising.

afm:ea

2112

1388

Government Exhibit 70

JANN & KELLEY, INC.

CHICAGO 1

March 8 1950

Mr. A. F. MURPAY
The Times-Picayune Publishing Company
Lafayette Square
New Orleans Louisiana.

Dear Aubrey:

Thank you for your Air Mail letter containing your comments concerning the first edition of the Sunday Item.

Yes, we did have a copy and you may be sure that we scanned it very carefully several times.

I am not trying to be funny but I did get a laugh as soon as I turned the first page. In the March 4 issue of Editor & Publisher on Page 7, Mr. Stern in referring to his new Sunday paper said:

"We have a quality product for a quality market"

The first ad to make its appearance in the new Sunday Item is for a table lamp retailing at $1.98.... on Page 2.

You take it from there .... but I think we are going to have a little fun with it, too.

I don't quite check with your figures on the number of pages either for The Item or The Times-Picayune-States unless it may be that we have a different edition than that checked by you. The way I figure it, The Times-Picayune-States had 116 pages without counting comics, Locally Edited Magazine or This Week. The Item had 92 pages without counting comics or American Weekly. I do not therefore know how you arrived at the total of 136 pages including comics for The Item and 158 pages for The Times-Picayune - States.

continued .....

I am sure you are correct in your remarks that considerable of this Sunday business was placed on a complimentary basis and that the appearance of these advertisers will be only on a temporary basis. Actually, I am surprised that with the great length of time they had to prepare for this first edition that they didn't come up with a bigger volume and with more special sections.

I note that they apparently sold some travel advertising on the basis of a big flashing display with a lot of bathing beauties on their Travel Page. In this connection I draw your attention to the inclosed part of a promotional piece which just recently came out of your office. I am not trying to be critical but as a constructive suggestion I don't think this is a good page to reproduce for a circular of this type. It has no heading whatever to show that it is a Travel page and I don't like the two medical ads that seem to stick out like a sore thumb in the left hand corner. I think we should have on our Travel pages in the future a streamer across the top in some way identifying it as a Travel & Resort Section and I hope you will not misunderstand my comments with reference to the attached as you know it is all for the good of the cause.

I note also that The Item went out pretty heavily on Sports and that they probably carried a little more Sports news than we did. However, this is to be expected in the first issue and they will find it necessary to gradually cut down not only on Sports but some of the other features when they begin to add up the expense.

I am glad to have your comments with reference to Mr. Kramer of Sears Roebuck & Company and I certainly hope he is sincere in what he recently told me down in New Orleans that is, 'he never saw anything that pulls like The Times-Picayune - States'. That being the case I hope we will gradually see him slipping out of The Item.

I know you will keep us closely informed of the reactions among the local merchants, specifically wherever possible, what the response was to last Sunday's advertising in The Item.

continued .....

1390

MR. A. F. MURRAY

3/8/50

Incidentally, I notice Katz & Besthoff apparently had a special ad in color on toiletries which we did not have and I am wondering if we will possibly carry this next Sunday.

We shall be very eager to hear from you regularly with any new information as it develops.

With personal best wishes.

Cordially yours

JANN & KELLEY, INC.

HCJ HRS

1391

Government Exhibit 71

Form 368.

OFFICE MEMORANDUM

Date April 18, 1950

To Mr. John F. Tims, Jr., Vice-President & General Manager Department

From Aubrey F. Murray, Director of Advertising. Department

ADDITIONAL DATA

Re: Life Insurance Institute of America & Pan-American Life Insurance Co.
Original memorandum written under date of March 31, 1950

I talked to Mr. Fisher Simmons because of the fact that he is secretary of the board of directors of the Underwriters, who will hear the Item's plea for the Institute's advertising. After thanking Mr. Simmons for the help he and his father and Miss Macfarlane have rendered us in our attempt to slow the Item down, I told him that I knew the matter would come up before the board this month. He told me that it would be brought up, however, after I had further painted the picture for him he said that he felt sure that there would be absolutely no chance for The Times-Picayune to lose this particular piece of business to the Item.

I explained to Mr. Simmons the fact that The Times-Picayune and the New Orleans States had done nothing different in putting in a unit sale for its morning and afternoon papers than has been done by some other twenty newspapers throughout the country. I explained to him what a cheap buy the States is as compared to the Item; and made him fully aware that the Item was only trying to pull down something - not for the good of the advertisers but for their own selfish ends. He is not for them anymore than is his father, Dr. Simmons, and he told me that he is well qualified to get on his legs at the meeting and tell the boys that they should not for any reason at all get away from The Times-Picayune and States. He told me not to worry that the matter is in good hands.

afm:ea

Aubrey F. Murray,
Director of Advertising.

cc Mr. Roland Ladreyt, National Advertising Manager.
cc Jann & Kelley, New York Office.

Form No. 179

THE TIMES-PICAYUNE LOCAL CLASSIFIED FIXED SPACE CONTRACT

Effective February 1, 1933

New Orleans, La. .....193....

The Times-Picayune Publishing Company is authorized to print the ..... Line Classified Advertisements of

.....

In the ——— ——— ——— ——— ——— ——— ——— editions of The Times-Picayune for a period of .....
from date of contract—price per agate line of space daily ..... Sunday .....—subject to the rates listed below
and the terms agreed to as printed on the reverse side of this contract.

Minimum Space: 2 lines of type, located at Publisher's option.

	Every Sunday	1 Time a Week	3 Times a Week	Every Day
12 months	14c per line	13c per line	9c per line	8½c per line
6 months	15c per line	14c per line	9½c per line	9c per line
1 month	17c per line	15c per line	10c per line	9½c per line

When Contract Is for Less Than One Month the Following Rates Will Apply:

One time, Sunday	25¢ per line
One time week-day	20c per line
Three times one week, including Sunday (consecutive insertions)	15c per line
Three times one week (week-days consecutive insertions)	14c per line
Seven times one week	10c per line

Accepted:
THE TIMES-PICAYUNE PUBLISHING CO.

By _____

Accepted:

_____

_____

Government Exhibit 80

2117

1392

Government Exhibit G81

4903

2118

THE TIMES-PICAYUNE NEW ORLEANS STATES LOCAL CLASSIFIED GOLD BOND CONTRACT

Effective March 15, 1935

New Orleans, La., ...193....

The Times Picayune Publishing Company is authorized to print the Classified Advertisements of.....

.....

in the daily and Sunday editions of The Times-Picayune and New Orleans States for a period of.....from date of contract price per agate line of space, daily or Sunday..... and to print continuously an agate advertisement of not less than two lines of type, subject to the rates listed below and the terms agreed to as printed on the reverse side of this contract.

	Daily or Sunday		Daily or Sunday
Twelve-month ratehoider	15c per line	Three-month ratehoider	17c per line
Six-month ratehoider	16c per line	One-month ratehoider	18c per line
Ratehoider advertising printed less than one month			25c per line

In consideration of agreeing to print the ratehoider advertisements daily and Sunday for a period of six or twelve months all additional classified advertising will be printed and charged on the following rate schedule:

Individual Ads Measuring	TWELVE MONTHS 3 Times Consecutive Daily or Sunday	TWELVE MONTHS 7 Times Consecutive Daily or Sunday	SIX MONTHS 3 Times Consecutive Daily or Sunday	SIX MONTHS 7 Times Consecutive Daily or Sunday	Less Than Six Months Ratehoider Rate Applies
2 to 14 Lines	14c per line	12c per line	15c per line	13c per line	
15 to 29 Lines	13½c per line	11½c per line	14½c per line	12½c per line	
30 to 59 Lines	13c per line	11c per line	14c per line	12c per line	
60 to 99 Lines	12½c per line	10½c per line	13½c per line	11½c per line	
100 Lines or More	12c per line	10c per line	13c per line	11c per line	

DISPLAY CLASSIFIED (Minimum Space 10 Lines) 2c AN AGATE LINE ADDITIONAL CHARGE

At expiration of contract if advertiser has used 2500 to 7999 lines, ½c per line rebate; 8000 lines or over, ½c rebate.

Solicitor

Accepted:
THE TIMES-PICAYUNE PUBLISHING CO.

Accepted: _____

Government Exhibit G82

1934

2119

The Times-Picayune New Orleans States Local Classified Real Estate Contract

Effective March 15, 1935

New Orleans, La., ... 193...

The Times-Picayune Publishing Company is authorized to print the Classified Real Estate Advertisements of

.....

in the daily and Sunday editions of The Times-Picayune and New Orleans States for a period of.....

from date of contract—price per agate line of space daily or Sunday ..... and to print not less than 12 lines each week of week-day agate advertising, and not less than 2 lines each Sunday of agate advertising as a ratebolder, at ..... per line or to print continuously an agate advertise ment of not less than two lines of type subject to ratebolder rates listed below and terms agreed to as printed on the reverse side of this contract.

	Daily or Sunday
Twelve-month ratebolder	13c per line
Six-month ratebolder	13½c per line
Ratebolder advertising printed less than six months	15c per line

In consideration of agreeing to print the ratebolder advertisement daily and Sunday for a period of six or twelve months all additional real estate classified advertising will be printed and charged as ordered on the following rate schedule:

Individual Ads Measuring	TWELVE MONTHS 3 Times Consecutive Daily or Sunday	TWELVE MONTHS 7 Times Consecutive Daily or Sunday	SIX MONTHS 3 Times Consecutive Daily or Sunday	SIX MONTHS 7 Times Consecutive Daily or Sunday	Less Than Six Months Ratebolder Rate Applies
2 to 14 Lines	12c per line	10c per line	13c per line	11c per line	
15 to 29 Lines	11½c per line	9½c per line	12½c per line	10½c per line	
30 to 59 Lines	11c per line	9c per line	12c per line	10c per line	
60 to 99 Lines	10½c per line	8½c per line	11½c per line	9½c per line	
100 Lines or More	10c per line	8c per line	11c per line	9c per line	

DISPLAY CLASSIFIED (Minimum Space: 10 Lines) 1c AN AGATE LINE ADDITIONAL CHARGE.

At expiration of contract if advertiser has used: 2500 to 7999 lines, ¼c per line rebate—8000 lines or over ½c per line rebate.

Accepted:
THE TIMES-PICAYUNE PUBLISHING CO.
By

SOLICITOR .....

Accepted:

Government Exhibit G83

2120

The Times-Picayune New Orleans States Local Classified Fixed Space Contract

Effective March 15, 1935

New Orleans, La., ... 193....

The Times-Picayune Publishing Company is authorized to print the..... Line Classified Advertisements of

.....

in the —— —— —— —— —— —— ——editions of The Times-Picayune and New Orleans States for a period of..... from date of contract—price per agate line of space daily or Sunday ..... subject to the rates listed below and the terms agreed to as printed on the reverse side of this contract.

	1 Time a Week Week Day or Sunday	3 Times a Week	Every Day
12 months	14c per line	12c per line	11½c per line
6 months	15c per line	12½c per line	12c per line
1 month	17c per line	13c per line	12½c per line

Display Classified (Minimum Space 10 Lines)
2c an agate line additional charge.

When Contract Is for Less Than One Month the Following Rates Will Apply:

One or two times, Sunday or Week Day	25c per line
Three to six times (consecutive insertions)	17c per line
Seven times, one week	13c per line

Solicitor .....

Accepted:
THE TIMES-PICAYUNE PUBLISHING CO.

By _____

Accepted:

_____

_____

The Times-Picayune New Orleans States Local Classified Real Estate Contract

Effective March 1, 1950

2121

New Orleans, La., ... 19 ....

The Times-Picayune Publishing Company is authorized to print the Classified Advertisements of

.....

in the week-day and Sunday editions of The Times-Picayune and New Orleans States for a period of .....

.....from date of first insertion—price per agate line of space week-days or Sundays.....and to print not less than 12 lines each week of week-day agate advertising, and not less than 2 lines each Sunday of agate advertising as a rateholder, or to print continuously an agate advertisement of not less than two lines of type subject to rateholder rates listed below and terms agreed to as printed on the reverse side of this contract.

	Week-day or Sunday
Twelve-month rateholder	25c per line
Six-month rateholder	26c per line
Three-month rateholder	33c per line
Rateholder advertising printed less than three months	45c per line

In consideration of agreeing to print the rateholder advertisements week-days and Sundays for a period of six or twelve months all additional classified advertising will be printed and charged week-days or Sundays as ordered on the following rate schedule.

One or More Ads Measuring	SIX MONTHS		TWELVE MONTHS		Less Than 6 Months Rateholder Rates Apply
	3 Times Same Consecutive Days	7 Times Same Consecutive Days	3 Times Same Consecutive Days	7 Times Same Consecutive Days	
3 to 99 Lines	25½c per line	25c per line	24½c per line	23½c per line	
100 Lines or More	25c per line	24½c per line	24c per line	23c per line	

At expiration of contract if advertiser has used 2500 to 9,999 lines, ½c per line rebate—10,000 lines or over, ½c per line rebate.

Accepted:
THE TIMES-PICAYUNE PUBLISHING CO.

By _____

Accepted: _____

_____

SOLICITOR

Government Exhibit 84

1:96-CV-2906

IT IS AGREED:

1. That this contract is wholly for the use of the local advertiser named. No verbal conditions will be recognized.

2. That this contract refers to Classified and Display Classified Advertising under all classifications except: Special, Legal, Crew, Consignee, Dividend, Dissolution, New Firms, Lodge Requiem Mass, Birth, Marriage, Card of Thanks, In Memoriam, Death Notices, Proposals, Bids, Judicial Advertising. The Times-Picayune Publishing Company reserves the right to reject at any time any copy deemed objectionable.

3. That the Classified Rateholder Advertising Copy may be changed on any date, after publication has been made in all editions, provided new copy is given to The Times-Picayune Publishing Company before 5 p. m. for Morning week-day editions, preceding day of publication, and 9:30 a. m. for Evening week-day editions, same day of publication and 5 p. m. Friday for Sunday editions. Should advertiser not furnish copy for each Sunday rateholder, by Friday, 5 p. m., The Times-Picayune Publishing Company is authorized to publish last Sunday rateholder advertisement published. Should advertiser not furnish copy for a total of not less than 12 lines of week-day rateholder advertising before Friday, 5 p. m., The Times-Picayune Publishing Company is authorized to print on Saturday the last rateholder advertisement published in sufficient space to equal the unpublished week-day rateholder advertising.

4. The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement. The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which it may be responsible, in any advertisement beyond the cost of the space actually occupied by the error. Such allowance or adjustment shall not be made if the error was not material, or was the fault of the advertiser, or could have been discovered by him and its repetition avoided by his notifying The Times-Picayune Publishing Company. Any error or omission of advertising on the part of The Times-Picayune Publishing Company shall not invalidate the contract, but will be made good by additional publication.

5. If this contract is cancelled before expiration, or advertiser does not pay as agreed, the advertiser agrees to pay the difference between rate contracted for and the rate earned on all advertising printed, according to the schedule of rates on the other side of this contract. When contract is for less than one year The Times-Picayune Publishing Company agrees to back-date a signed contract, not more than one year, to the first day rateholder advertisement was printed, and will rebate the advertiser on all advertising printed, according to the schedule of rates on the other side of this contract. The publisher reserves the right to increase advertising rates on 30 days' written notice, with the further understanding that if the new rates are unsatisfactory to the advertiser he may cancel this contract without short rate. All contracts must be signed in ink.

6. All bills rendered monthly as space is used and payable in full by 15th of month following publication.

2122

Government Exhibit 85

1868

2123

NEW ORLEANS STATES SUNDAY TIMES-PICAYUNE NEW ORLEANS STATES

"OVER THE RIVER" CLASSIFIED CONTRACT

Effective March 1, 1950

New Orleans, La. .....19.....

The Times-Picayune Publishing Company is authorized to print the "OVER THE RIVER" Classified Advertising of.....

.....

in the week-day New Orleans States and Sunday Times-Picayune New Orleans States for a period of..... from date of first insertion, and to print continuously a Rateholder Agate "Over the River" Advertisement of not less than 2 lines of type subject to the rates listed below and the terms agreed to as printed on the reverse side of this contract.

	Evening	Sunday
Twelve-month rateholder	9c	20c
Six-month rateholder	11c	22c
Three-month rateholder	13c	23c
Rateholder advertising printed less than three months	16c	24c

Solicitor .....

Accepted:

THE TIMES-PICAYUNE PUBLISHING CO.

Accepted:

IT IS AGREED:

The Times-Picayune Publishing Company agrees to print all additional "Over the River" Classified Advertising at the rateholder rate. It is agreed that this contract is wholly for the use of the advertiser named. No verbal conditions to be recognized.

The Times-Picayune Publishing Company reserves the right to reject at any time any copy deemed objectionable.

Should the advertiser not furnish rateholder copy, The Times-Picayune Publishing Company is authorized to print the last rateholder advertisement published.

If this contract is cancelled before expiration, or the advertiser does not pay as agreed, the advertiser agrees to pay the difference between the rate contracted for and the rate earned according to the rate schedule on the other side of this contract.

The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement.

The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which it may be responsible, in any advertisement beyond the cost of the space actually occupied by the error. Such allowance or adjustment shall not be made if the error was not material, or was the fault of the advertiser, or could have been discovered by him and its repetition avoided by his notifying The Times-Picayune Publishing Company. Any error or omission of advertising on the part of The Times-Picayune Publishing Company shall not invalidate the contract, but will be made good by additional publication. The publisher reserves the right to increase advertisers rates on thirty days written notice, with the further understanding that if the new rates are unsatisfactory to the advertiser, he may cancel his contract without short rate. All contracts must be signed in ink.

All bills are rendered monthly as space is used and payable in full by 15th of month following publication.

2124

Government Exhibit 86

1400

2125

The Times-Picayune New Orleans States Local Classified Fixed Space Contract

Effective March 1, 1950

New Orleans, La., ... 19 ....

The Times-Picayune Publishing Company is authorized to print the ..... Line Classified Advertisements of

.....

in the ..... editions of The Times-Picayune and New Orleans States for a period of ..... from date of first insertion—price per agate line of space week-days or Sundays ..... subject to the rates listed below and terms agreed to as printed on the reverse side of this contract.

	1 Time a Week Week-Day or Sunday	3 Times a Week	Every Day
12 months	26½c per line	24½c per line	24c per line
6 months	28c per line	25c per line	24½c per line
1 month	33c per line	27½c per line	27c per line

When Contract Is for Less Than One Month the Following Rates Will Apply:

Seven times, one week	28c per line
Three to six times, (consecutive insertions)	33c per line
One or two times, Sunday or Week-Day	45c per line

Solicitor .....

Accepted:

THE TIMES-PICAYUNE PUBLISHING CO.

By _____

Accepted

_____

_____

IT IS AGREED:

1. That this contract is wholly for the use of the local advertiser named. No verbal conditions recognized.

2. That this contract refers to classified and display classified advertising under all classifications except Help Wanted, Crew, Consignee, Dividend, Dissolution, New Firms, Lodge, Requiem Mass, Birth, Marriage, Card of Thanks, Death Notices, Business Opportunities, Proposals, Bids, Judicial and Auction Advertising. The Times-Picayune Publishing Company reserves the right to reject at any time any copy deemed objectionable.

3. That the advertiser may change the copy once a month provided new copy is given for publication in the morning Picayune by 5 p. m. week-day and 12 noon Saturday, day preceding date of publication. Should advertiser fail to furnish copy The Times-Picayune Publishing Company is authorized to print the last ad published.

4. The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement. The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which it may be responsible, in any advertisement beyond the cost of the space actually occupied by the error. Such allowance or adjustment shall not be made if the error was not material, or was the fault of the advertiser, or could have been discovered by him and its repetition avoided by his notifying The Times-Picayune Publishing Company. Any error or omission of advertisement on the part of The Times-Picayune Publishing Company shall not invalidate the contract, but will be made good by additional publication.

5. If this contract is cancelled before expiration, or advertiser does not pay as agreed, the advertiser agrees to pay the difference between rate contracted for and the rate earned on all advertising printed, according to the schedule of rates on the other side of this contract. When contract is for less than one year, The Times-Picayune Publishing Company agrees to back-date a signed contract, not more than one year, to the first day contract advertisement was printed, and will rebate the advertiser on all advertising printed, according to the schedule of rates on the other side of this contract. The publisher reserves the right to increase advertising rates on 30 days' written notice, with the further understanding that if the new rates are unsatisfactory to the advertiser he may cancel this contract without short rate. All contracts must be signed in ink.

6. All bills are rendered monthly as space is used and payable in full by 15th of month following publication.

2126

The Times-Picayune New Orleans States Local Classified Gold Bond Contract

Effective March 1, 1950

2127

New Orleans, La., ...19....

The Times-Picayune Publishing Company is authorized to print the Classified Advertisements of

.....

in the week-day and Sunday editions of The Times-Picayune and New Orleans States for a period of .....

.....from date of first insertion—price per agate line of space week-days or Sundays .....and to print continuously an agate advertisement of not less than two lines of type, subject to the rates listed below and the terms agreed to as printed on the reverse side of this contract.

Twelve-month rateholder	25c per line
Six-month rateholder	26c per line
Three-month rateholder	33c per line
Rateholder advertising printed less than three months	45c per line

In consideration of agreeing to print the rateholder advertisements week-days and Sundays for a period of six or twelve months additional classified advertising will be printed and charged week-days and Sundays as ordered on the following rate schedule:

One or More Ads Measuring	SIX MONTHS		TWELVE MONTHS		Less Than 6 Months Rateholder Rates Apply
	3 Times Same Consecutive Days	7 Times Same Consecutive Days	3 Times Same Consecutive Days	7 Times Same Consecutive Days	
3 to 99 Lines	25½c per line	25c per line	24½c per line	23½c per line	
100 Lines or More	25c per line	24½c per line	24c per line	23c per line	

At expiration of contract if advertiser has used 2500 to 9,999 lines, ¼c per line rebate; 10,000 lines or over, ½c rebate.

Accepted:
THE TIMES-PICAYUNE PUBLISHING CO.

By .....

Solicitor

Accepted: .....

.....

Government Exhibit 87

1432

IT IS AGREED:

1. That this contract is wholly for the use of the local advertiser named. No verbal conditions will be recognized.

2. That this contract refers to Classified and Display Classified Advertising under all classifications except: Special, Legal, Crew, Consignee, Dividend, Dissolution, New Firms, Lodge, Requiem Mass, Birth, Marriage, Card of Thanks, In Memoriam, Death Notices, Proposals, Bids, Judicial Advertising. The Times-Picayune Publishing Company reserves the right to reject at any time any copy deemed objectionable.

3. That the Classified Rateholder Advertising Copy may be changed on any date after publication has been made in all editions, provided new copy is given to The Times-Picayune Publishing Company before 5 p. m. for Morning week-day editions, preceding day of publication, and 9:30 a. m. for evening week-day editions, same day of publication, and 12 noon Saturday for Sunday edition. Should advertiser not furnish copy, The Times-Picayune Publishing Company is authorized to print the last ad published.

4. The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement. The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which it may be responsible, in any advertisement beyond the cost of the space actually occupied by the error. Such allowance or adjustment shall not be made if the error was not material, or was the fault of the advertiser, or could have been discovered by him and its repetition avoided by his notifying The Times-Picayune Publishing Company. Any error or omission of advertising on the part of The Times-Picayune Publishing Company shall not invalidate the contract, but will be made good by additional publication.

5. If this contract is cancelled before expiration, or advertiser does not pay as agreed, the advertiser agrees to pay the difference between rate contracted for and the rate earned on all advertising printed, according to the schedule of rates on the other side of this contract. When contract is for less than one year The Times-Picayune Publishing Company agrees to back-date a signed contract, not more than one year, to the first day rate on the advertisement was printed, and will rebate the advertiser on all advertising printed, according to the schedule of rates on the other side of this contract. The publisher reserves the right to increase advertising rates on 30 days' written notice, with the further understanding that if the new rates are unsatisfactory to the advertiser he may cancel this contract without short rate. All contracts must be signed in ink.

All bills are rendered monthly as space is used and payable in full by 15th of month following publication.

2128

1404 Government Exhibit 88

The Times-Picayune Publishing Co.

Publishers of

The Times-Picayune—Mornings
New Orleans States—Afternoons
and
The Times-Picayune New Orleans States—Sundays

Retail Display Open Space Contract Rate Card

Effective May 1, 1937

Minimum Space 14 Lines

	Times-Picayune Daily	Times-Picayune Sunday	States Daily
One Time, or at intervals	20c	25c	12c
2,500 lines up to 4,999 lines within a year	16c	17c	9c
5,000 lines up to 9,999 lines within a year	15c	16c	8¾c
10,000 lines up to 19,999 lines within a year	14c	15c	8½c
20,000 lines up to 29,999 lines within a year	13c	14.4c	8c
30,000 lines up to 49,999 lines within a year	12½c	14.2c	7¾c
50,000 lines up to 74,999 lines within a year	12c	14c	7½c
75,000 lines up to 99,999 lines within a year	11¾c	13.8c	7¼c
100,000 lines up to 249,999 lines within a year	11½c	13.6c	7c
250,000 lines up to 499,999 lines within a year	11¼c	13.4c	6¾c
500,000 lines up to 749,999 lines within a year	11c	13.2c	6½c
750,000 lines up to 999,999 lines within a year	10¾c	13c	6¼c
1,000,000 lines or more within a year	10½c	12.8c	6c

REGULATIONS:

Any advertiser contracting for linage in The Times-Picayune daily and Sunday will be billed for any States advertising published during the period of this contract at the rate shown under the States' rates for that number of lines contracted for. The linage published in The States will not be credited to the total linage contracted for in The Times-Picayune.

SPECIAL CLASSIFICATION

Amusements (Including Baseball, Racing, Football, Boxing, Wrestling and Circus)

	Rate
Times-Picayune, Morning	40c
Times-Picayune, Sunday	50c
New Orleans States, Evening	30c
Morning and Evening	50c

Note

For lower portion of this page see next frame.

SPECIAL CLASSIFICATION

Amusements (Including Baseball, Racing, Football, Boxing, Wrestling and Circus)

	Rate
Times-Picayune, Morning	40c
Times-Picayune, Sunday	50c
New Orleans States, Evening	30c
Morning and Evening	50c

POLITICAL AND PUBLIC OPINION

	Rate
Times-Picayune, Morning	40c
Times-Picayune, Sunday	50c
New Orleans States, Evening	30c
Morning and Evening	50c

READING NOTICES

	Rate
Times-Picayune, Morning	40c
Times-Picayune, Sunday	50c
New Orleans States, Evening	30c
Morning and Evening	50c

6¾-Pt. Roman Type, Marked Adv.—No Ad Less Than 2 Lines

GENERAL RATES

Daily Times-Picayune	22c	Daily T.-P. & States	30c
Daily N. O. States	15c	Sun. T.-P. & Daily T.-P.	42c
Sunday Times-Picayune	30c	Sun. T.-P. & Daily States	38c

POSITION CHARGES

Next to Reading Matter	10 per cent extra
Location on Special Pages	20 per cent extra
Full Position	30 per cent extra

MECHANICAL REGULATIONS

Solid Agate	14 Lines to Inch
Length of Column	300 Agate Lines
Width of Column	12 Ems Pica
Page Size	2400 Agate Lines
Double Page	5100 Agate Lines

All copy measuring over 280 lines in depth will be set and charged 300 lines.

Advertising billed cut off rule to cut off rule.

Government Exhibit 89

1405

The Times-Picayune Publishing Co.

Publishers of

The Times-Picayune—Mornings
New Orleans States—Afternoons
and
The Times-Picayune New Orleans States—Sundays

Retail Display Open Space Contract Rate Card

Effective October 1, 1941

Minimum Space 14 Lines

	Times-Picayune Daily	Times-Picayune Sunday	States Daily
One Time, at intervals	20c	25c	12c
2,500 lines up to 4,999 lines within a year	18c	18c	9c
5,000 lines up to 9,999 lines within a year	15c	17c	8½c
10,000 lines up to 19,999 lines within a year	14c	16½c	8½c
20,000 lines up to 29,999 lines within a year	13c	16c	8c
30,000 lines up to 49,999 lines within a year	13½c	15½c	7½c
50,000 lines up to 74,999 lines within a year	12c	15½c	7½c
75,000 lines up to 99,999 lines within a year	11½c	15½c	7½c
100,000 lines up to 249,999 lines within a year	11½c	15c	7c
250,000 lines up to 499,999 lines within a year	11½c	14½c	6½c
500,000 lines up to 749,999 lines within a year	11c	14½c	6½c
750,000 lines up to 999,999 lines within a year	10½c	14½c	6½c
1,000,000 lines or more within a year	10½c	14c	6c

REGULATIONS:

Any advertiser contracting for lineage in The Times-Picayune daily and Sunday will be billed for any States advertising published during the period of this contract at the rate shown under the States' rates for that number of lines contracted for. The linage published in The States will not be credited to the total linage contracted for in The Times-Picayune.

SPECIAL CLASSIFICATION

Amusements (Including Baseball, Racing, Football, Boxing, Wrestling and Circus)

	Rate
Morning and Evening	75c
Sunday	75c

POLITICAL AND PUBLIC OPINION

	Rate
Morning and Evening	75c
Sunday	75c

READING NOTICES

	Rate
Times-Picayune, Morning	50c
Times-Picayune, Sunday	75c
New Orleans States, Evening	40c
Morning and Evening	75c

7½-Pt. Roman Type, Marked Adv.—No Ad Less Than 2 Lines

GENERAL ADVERTISING

Rate Per Agate Line	Morn	Eve	M&E	Sun	M&S	E&S
Open	29	17	37	40	60	48
5 (000) lines within 1 year	27	16¼	35	39	57½	47
10 (000) lines within 1 year	26	16	34	38	56	46
20 (000) lines within 1 year			33¼	37	54½	44¼
30 (000) lines within 1 year			33	36¼	53½	43½
50 (000) lines within 1 year			32	36	52	42

b. Combinations above are optional. Volume bracket will be determined by amount of linage placed in each unit or combination of units at the rate quoted.

c. Advertisements run at the combination rates may first appear in any paper but succeeded insertions must follow within three days. Same size advertisement and same copy.

POSITION CHARGES

Next to Reading Matter	10 per cent extra
Location on Special Pages	20 per cent extra
Full Position	30 per cent extra

MECHANICAL REGULATIONS

Solid Agate	14 Lines to Inch
Length of Column	300 Agate Lines
Width of Column	12 Ems Pica
Page Size	2400 Agate Lines
Double Page	5100 Agate Lines

All copy measuring over 280 lines in depth will be set and charged 300 lines. Advertising billed cut off rule to cut off rule.

500,000 lines up to 749,999 lines within a year 11c 14½c 6½c
750,000 lines up to 999,999 lines within a year 10½c 14½c 6½c
1,000,000 lines or more within a year 10½c 14c 6c

REGULATIONS:

Any advertiser contracting for lineage in The Times-Picayune daily and Sunday will be billed for any States advertising published during the period of this contract at the rate shown under the States' rates for that number of lines contracted for. The linage published in The States will not be credited to the total linage contracted for in The Times-Picayune.

SPECIAL CLASSIFICATION

Amusements (Including Baseball, Racing, Football, Boxing, Wrestling and Circus)

Morning and Evening 75c
Sunday 75c

POLITICAL AND PUBLIC OPINION

Morning and Evening 75c
Sunday 75c

READING NOTICES

Times-Picayune, Morning 50c
Times-Picayune, Sunday 75c
New Orleans States, Evening 40c
Morning and Evening 75c

7½-Pt. Roman Type, Marked Adv.—No Ad Less Than 2 Lines

GENERAL ADVERTISING

Rate Per Agate Line Morn Eve M&E Sun M&S E&S
Open 29 17 37 40 60 48
5 (000) lines within 1 year 27 16¼ 35 39 57½ 47
10 (000) lines within 1 year 26 16 34 38 56 46
20 (000) lines within 1 year 33¼ 37 54½ 44¼
30 (000) lines within 1 year 33 36¼ 53½ 43½
50 (000) lines within 1 year 32 36 52 42

b. Combinations above are optional. Volume bracket will be determined by amount of linage placed in each unit or combination of units at the rate quoted.

c. Advertisements run at the combination rates may first appear in any paper but succeeded insertions must follow within three days. Same size advertisement and same copy.

POSITION CHARGES

Next to Reading Matter 10 per cent extra
Location on Special Pages 20 per cent extra
Full Position 30 per cent extra

MECHANICAL REGULATIONS

Solid Agate 14 Lines to Inch
Length of Column 300 Agate Lines
Width of Column 12 Ems Pica
Page Size 2400 Agate Lines
Double Page 5100 Agate Lines

All copy measuring over 280 lines in depth will be set and charged 300 lines. Advertising billed cut off rule to cut off rule.

2130

1406

Government Exhibit 90

Form 906

The Times-Picayune Publishing Co.

Publishers of
The Times-Picayune—Mornings
New Orleans States—Afternoons
and
The Times-Picayune New Orleans States—Sundays
Retail Display Open Space Contract Rate Card
Effective January 1, 1943
Minimum Space 14 Lines

	Times-Picayune Daily	Times-Picayune Sunday	States Daily
One Time, at intervals	26c	30c	12c
2,500 lines up to 4,999 lines within a year	16c	20c	9c
5,000 lines up to 9,999 lines within a year	15c	18c	8½c
10,000 lines up to 19,999 lines within a year	14c	17½c	8½c
20,000 lines up to 39,999 lines within a year	13c	17c	8c
40,000 lines up to 49,999 lines within a year	12½c	16½c	7½c
50,000 lines up to 74,999 lines within a year	12c	16½c	7½c
75,000 lines up to 99,999 lines within a year	11¾c	16¼c	7½c
100,000 lines up to 249,999 lines within a year	11½c	16c	7c
250,000 lines up to 499,999 lines within a year	11¼c	15½c	6½c
500,000 lines up to 749,999 lines within a year	11c	15½c	6½c
750,000 lines up to 999,999 lines within a year	10¾c	15¼c	6¼c
1,000,000 lines or more within a year	10½c	15c	6c

REGULATIONS:

Any advertiser contracting for lineage in The Times-Picayune daily and Sunday will be billed for any States advertising published during the period of this contract at the rate shown under the States' rates for that number of lines contracted for. The linage published in The States will not be credited to the total linage contracted for in The Times-Picayune.

SPECIAL CLASSIFICATION

Amusements (Including Baseball, Racing, Football, Boxing, Wrestling and Circus)

	Rate
Morning and Evening	75c
Sunday	75c

POLITICAL AND PUBLIC OPINION

	Rate
Morning and Evening	75c
Sunday	75c

FINANCIAL, BANKS, INVESTMENT HOUSES

Morning and Evening	32c
Sunday	32c

EDUCATIONAL, SCHOOLS, COLLEGES

Morning and Evening	32c
Sunday	32c

READING NOTICES

	Rate
Times-Picayune, Morning	50c
Times-Picayune, Sunday	75c
New Orleans States, Evening	40c
Morning and Evening	75c

7½-Pt. Roman Type, Marked Adv.—No Ad Less Than 2 Lines

GENERAL ADVERTISING

Rate, Per Agate Line	Morn	Eve	M&E	Sun	M&S	E&S
Open	.30	.17	.38	.45	.66	.58
5,000 lines within 1 yr.	.28	.16½	.36	.44	.63½	.52
10,000 lines within 1 yr.	.27	.16	.35	.43	.62	.51
20,000 lines within 1 yr.			.34½	.42	.60½	.49½

50,000 lines up to 74,999 lines within a year				12c	16½c	7½c
75,000 lines up to 99,999 lines within a year				11¾c	16¼c	7½c
100,000 lines up to 249,999 lines within a year				11½c	16c	7c
250,000 lines up to 499,999 lines within a year				11¼c	15½c	6½c
500,000 lines up to 749,999 lines within a year				11c	15½c	6½c
750,000 lines up to 999,999 lines within a year				10¾c	15¼c	6¼c
1,000,000 lines or more within a year				10½c	15c	6c

REGULATIONS:

Any advertiser contracting for lineage in The Times-Picayune daily and Sunday will be billed for any States advertising published during the period of this contract at the rate shown under the States' rates for that number of lines contracted for. The linage published in The States will not be credited to the total linage contracted for in The Times-Picayune.

SPECIAL CLASSIFICATION

Amusements (Including Baseball, Racing, Football, Boxing, Wrestling and Circus)

	Rate
Morning and Evening	75c
Sunday	75c

POLITICAL AND PUBLIC OPINION

	Rate
Morning and Evening	75c
Sunday	75c

FINANCIAL, BANKS, INVESTMENT HOUSES

Morning and Evening	32c
Sunday	32c

EDUCATIONAL, SCHOOLS, COLLEGES

Morning and Evening	32c
Sunday	32c

READING NOTICES

	Rate
Times-Picayune, Morning	50c
Times-Picayune, Sunday	75c
New Orleans States, Evening	40c
Morning and Evening	75c

7½-Pt. Roman Type, Marked Adv.—No Ad Less Than 2 Lines

GENERAL ADVERTISING

Rate, Per Agate Line	Morn	Eve	M&E	Sun	M&S	E&S
Open	.30	.17	.38	.45	.66	.58
5,000 lines within 1 yr.	.28	.16½	.36	.44	.63½	.52
10,000 lines within 1 yr.	.27	.16	.35	.43	.62	.51
20,000 lines within 1 yr.			.34½	.42	.60½	.49½
30,000 lines within 1 yr.			.34	.41½	.59½	.48½
50,000 lines within 1 yr.			.33	.41	.58	.47

b. Combinations above are optional. Volume bracket will be determined by amount of linage placed in each unit or combination of units at the rate quoted.

c. Advertisements run at the combination rates may first appear in any paper but succeeding insertions must follow within three days. Same size advertisement and same copy.

POSITION CHARGES

Next to Reading Matter	10 per cent extra
Location on Special Pages	20 per cent extra
Full Position	20 per cent extra

MECHANICAL REGULATIONS

Solid Agate	14 Lines to Inch
Length of Column	300 Agate Lines
Width of Column	12 Ems Pica
Page Size	2400 Agate Lines
Double Page	5100 Agate Lines

All copy measuring over 280 lines in depth will be set and charged 300 lines. Advertising billed cut off rule to cut off rule.

2131

1407

Government Exhibit 91

Form 512

The Times-Picayune Publishing Co.

Publishers of
The Times-Picayune—Mornings
New Orleans States—Afternoons
and
The Times-Picayune New Orleans States—Sundays
Retail Display Open Space Contract Rate Card
Effective January 1, 1949
Minimum Space 14 Lines

	Times-Picayune Daily	Times-Picayune Sunday	States Daily
One Time, at Intervals (Morn. and Eve. 56c)	40c	60c	24c
1,200 lines up to 2,499 lines within a year	31c	45c	19½c
2,500 lines up to 4,999 lines within a year	27c	35c	17½c
5,000 lines up to 9,999 lines within a year	24c	32c	16½c
10,000 lines up to 19,999 lines within a year	22c	30c	15c
20,000 lines up to 29,999 lines within a year	21c	28½c	14½c
30,000 lines up to 49,999 lines within a year	20c	27½c	14c
50,000 lines up to 74,999 lines within a year	19c	26½c	13½c
75,000 lines up to 99,999 lines within a year	18½c	26c	13c
100,000 lines up to 249,999 lines within a year	18c	25½c	12½c
250,000 lines up to 499,999 lines within a year	17½c	25c	12¼c
500,000 lines up to 749,999 lines within a year	17¼c	24½c	12c
750,000 lines up to 999,999 lines within a year	17c	24c	11½c
1,000,000 lines or more within a year	16c	23c	11c

REGULATIONS:

Any advertiser, contracting for linage in The Times-Picayune daily and Sunday will be billed for any States advertising published during the period of this contract at the rate shown under the States' rates for that number of lines contracted for. The linage published in The States will not be credited to the total linage contracted for in The Times-Picayune.

SPECIAL CLASSIFICATIONS

(Amusements, Professional Sports and Circus)

	Rate
Morning and Evening	80c
Sunday	80c

(Amusements, Civic)

	Rate
Morning and Evening	56c

Note

For lower portion of this page see next frame.

2,500 lines up to 4,999 lines within a year	27c	35c	17½c
5,000 lines up to 9,999 lines within a year	24c	32c	16½c
10,000 lines up to 19,999 lines within a year	22c	30c	15c
20,000 lines up to 29,999 lines within a year	21c	28½c	14½c
30,000 lines up to 49,999 lines within a year	20c	27½c	14c
50,000 lines up to 74,999 lines within a year	19c	26½c	13½c
75,000 lines up to 99,999 lines within a year	18½c	26c	13c
100,000 lines up to 249,999 lines within a year	18c	25½c	12½c
250,000 lines up to 499,999 lines within a year	17½c	25c	12½c
500,000 lines up to 749,999 lines within a year	17¼c	24½c	12c
750,000 lines up to 999,999 lines within a year	17c	24c	11½c
1,000,000 lines or more within a year	16c	23c	11c

REGULATIONS:

Any advertiser contracting for linage in The Times-Picayune daily and Sunday will be billed for any States advertising published during the period of this contract at the rate shown under the States' rates for that number of lines contracted for. The linage published in The States will not be credited to the total linage contracted for in The Times-Picayune.

SPECIAL CLASSIFICATIONS

(Amusements, Professional Sports and Circus)

	Rate
Morning and Evening	80c
Sunday	80c

(Amusements, Civic)

	Rate
Morning and Evening	56c
Sunday	60c

RELIGIOUS

	Rate
Morning and Evening	75c
Sunday	75c

READING NOTICES

	Rate
Morning and Evening	1.50
Sunday	1.25

7½-Pt. Roman Type, Marked Adv.—No Ad Less Than 2 Lines

GENERAL ADVERTISING

Rates per agate line—	Morn.	Eve	Morn. & Eve.	Sunday
Open	40c	24c	56c	60c

(See General Rate Card for Details)

Display Help Wanted and Real Estate Display Must Be Published Morning and Evening

POSITION CHARGES

Next to Reading Matter ..... 10 per cent extra
Location on Special Pages ..... 20 per cent extra
Full Position ..... 30 per cent extra

MECHANICAL REGULATIONS

Solid Agate ..... 14 Lines to Inch
Length of Column ..... 300 Agate Lines
Width of Column ..... 12 Ems Pica
Page Size ..... 2400 Agate Lines
Double Page ..... 5100 Agate Lines

All copy measuring over 280 lines in depth will be set and charged 300 lines. Advertising billed cut off rule to cut off rule

MICRO CARD
TRADE MARK ®

2,862

MATTHEW BENDER & COMPANY MB 53

4408

Government Exhibit 92

The Times-Picayune Publishing Co.

Publishers of

The Times-Picayune—Mornings——New Orleans States—Afternoons

and

The Times-Picayune New Orleans States—Sundays

Retail Display Open Space Contract Rate Card

Effective March 1, 1950

Minimum Space 14 Lines

YEARLY CONTRACT RATES

	Times-Picayune Daily	Sunday	States Daily
One Time, at Intervals (M&E . 56c)	40c	60c	24c
1,200 lines up to 2,499 lines	31c	45c	19½c
2,500 lines up to 4,999 lines	28c	37c	17½c
5,000 lines up to 9,999 lines	25c	34c	16½c
10,000 lines up to 19,999 lines	23c	32c	15c
20,000 lines up to 29,999 lines	22c	30c	14½c
30,000 lines up to 49,999 lines	21c	29c	14c
50,000 lines up to 74,999 lines	20c	28c	13½c
75,000 lines up to 99,999 lines	19½c	27½c	13c
100,000 lines up to 249,999 lines	19c	27c	12½c
250,000 lines up to 499,999 lines	18½c	26½c	12¼c
500,000 lines up to 749,999 lines	18¼c	26c	12c
750,000 lines up to 999,999 lines	18c	25½c	11½c
1,000,000 lines or more	17c	24½c	11c

REGULATIONS:

Any advertiser contracting for linage in The Times-Picayune daily and Sunday will be billed for any States advertising published during the period of this contract at the rate shown under the States' rates for that number of lines contracted for. The linage published in The States will not be credited to the total linage contracted for in The Times-Picayune.

SPECIAL CLASSIFICATION RATES

(Amusements, Professional Sports and Circus)

	Rate
Morning and Evening	80c
Sunday	80c

(Amusements, Civic)

	Rate
Morning and Evening	56c
Sunday	60c

RELIGIOUS

	Rate
Morning and Evening	25c
Sunday	25c

READING NOTICES

	Rate
Morning and Evening	1.50
Sunday	1.25

7½-Pt. Roman Type, Marked Adv.—No Ad Less Than 2 Lines

GENERAL ADVERTISING

Minimum Space 14 Lines

YEARLY CONTRACT RATES

	Times-Picayune Daily	Sunday	States Daily
One Time, at Intervals (M&E . 56c)	40c	66c	24c
1,200 lines up to 2,499 lines	31c	45c	19½c
2,500 lines up to 4,999 lines	28c	37c	17½c
5,000 lines up to 9,999 lines	25c	34c	16½c
10,000 lines up to 19,999 lines	23c	32c	15c
20,000 lines up to 29,999 lines	22c	30c	14½c
30,000 lines up to 49,999 lines	21c	29c	14c
50,000 lines up to 74,999 lines	20c	28c	13½c
75,000 lines up to 99,999 lines	19½c	27½c	13c
100,000 lines up to 249,999 lines	19c	27c	12½c
250,000 lines up to 499,999 lines	18½c	26½c	12¼c
500,000 lines up to 749,999 lines	18¼c	26c	12c
750,000 lines up to 999,999 lines	18c	25½c	11½c
1,000,000 lines or more	17c	24½c	11c

REGULATIONS:

Any advertiser contracting for linage in The Times-Picayune daily and Sunday will be billed for any States advertising published during the period of this contract at the rate shown under the States' rates for that number of lines contracted for. The linage published in The States will not be credited to the total linage contracted for in The Times-Picayune.

SPECIAL CLASSIFICATION RATES

(Amusements, Professional Sports and Circus)

	Rate
Morning and Evening	80c
Sunday	80c

(Amusements, Civic)

	Rate
Morning and Evening	56c
Sunday	60c

RELIGIOUS

	Rate
Morning and Evening	25c
Sunday	25c

READING NOTICES

	Rate
Morning and Evening	1.50
Sunday	1.25

7½-Pt. Roman Type, Marked Adv.—No Ad Less Than 2 Lines

GENERAL ADVERTISING

Rates per agate line—

	Morn. & Eve.	Sun.	Sun. & Eve.	Sun. & Morn.
Open	56c	60c	78c	94c

(See General Rate Card for Details)

POSITION CHARGES

Next to Reading Matter, When Available	10% extra
Location on Special Pages, When Available	20% extra
Full Position, When Available	30% extra

SUNDAY COMIC SECTION

Full Color

1 Page (272 lines x 7 cols.)	$800.00
2/3 Page (182 lines x 7 cols.)	675.00
1/2 Page (136 lines x 7 cols.)	500.00
1/3 Page (91 lines x 7 cols.)	350.00

Copy must be accompanied by complete color plates or mats two weeks before date of publication.

MECHANICAL REGULATIONS

Solid Agate	14 Lines to Inch
Length of Column	300 Agate Lines
Width of Column	12 Ems Pica
Page Size	2400 Agate Lines
Double Page	5100 Agate Lines

All copy measuring over 280 lines in depth will be set and charged 300 lines. All rates charged per agate line, one-column measurements. Advertising billed cut off rule to cut off rule.

Display Help Wanted and Real Estate Display Must Be Published Morning and Evening

Form 512

2133

1469

The Times-Picayune Publishing Co.

Publishers of

The Times-Picayune Mornings—New Orleans States—Afternoons

and

The Times-Picayune New Orleans States Sundays

RETAIL CONTRACT

New Orleans, La. .....19.....

The Times-Picayune Publishing Company agrees to print the retail display advertisements for one year from date on the following basis for

Name ..... Address .....as follows:

In The Times-Picayune Daily and in The Times-Picayune New Orleans States Sunday space .....agate lines at the rate of.....per line Daily and at the rate of.....per line Sunday, for which we agree to pay as the space is used.

In the New Orleans States Daily and in The Times-Picayune New Orleans States Sunday space.....agate lines at the rate of .....per line Daily and at the rate of.....per line Sunday, for which we agree to pay as the space is used.

All bills are rendered monthly as space is used and payable in full by 15th of month following publication.

No oral conditions recognized. All stipulations must be embodied herein. If said amount of lines contracted for is not used within the specified time, the advertiser agrees to pay The Times-Picayune Publishing Company the difference between the rate paid and the rate earned as printed on the reverse side of this contract. At the expiration of this contract, if the advertiser has used space sufficient to earn a lower rate than that contracted for, The Times-Picayune Publishing Company will reimburse the advertiser the difference between the amount paid and the rate earned. The Times-Picayune Publishing Company reserves the right to reject any copy deemed by it objectionable in any sense. All advertising space contracted for under the rates named above is wholly for the use of the retail advertiser named. All space in connection therewith used by or paid for by a general advertiser must be on the basis of the general advertising rate card governing that classification of business. For the information of advertisers, the following "Definition of General and Retail Advertising," to control in all cases, is given: Definition of General and Retail Advertising adopted by the Newspaper Advertising Executives' Association (Incorporated), May, 1930: "An advertiser shall be entitled to retail rates only when he sells direct to the consumer through one or more retail stores which he alone owns and controls. If the retailer named also is territory jobber, wholesaler or distributor, the advertising is not local retail copy. Retail rates apply to co-operative advertising confined strictly to a group of bona fide retail advertisers provided advertising is paid for by the merchants involved. General rates apply to all co-operative advertising where both general and retail advertising are involved. General rates apply to advertising over signatures of two or more retailers of separate ownership, offering products of the same manufacturer. General rates apply to all advertising other than that of strictly bona fide retailers, selling at retail exclusively paid for entirely by themselves and offering goods or services to the consumer at outlets owned by themselves, without reference to whether the copy is placed direct or through an advertising agency." A charge of $10.00 per column will be made for advertisements set up and killed without insertion. Advertisers are allowed one setting and one correction of proofs. All changes in copy or make up after the first correction will be charged for at the cost of labor. Advertising intended for all editions of the Sunday issue should be in by 6:00 p. m. Thursday, and for the daily issue by 12:00 noon of the previous day, provided all artwork for engravings is furnished the night before. The publisher reserves the right to increase advertising rates on 30 days' written notice, with the further understanding that if the new rates are unsatisfactory to the advertiser he may cancel the contract without short rate. All contracts must be signed in ink.

one year from date on the following basis for

Name ..... Address .....as follows:

In The Times-Picayune Daily and in The Times-Picayune New Orleans States Sunday space .....agate lines at the rate of.....per line Daily and at the rate of.....per line Sunday, for which we agree to pay as the space is used.

In the New Orleans States Daily and in The Times-Picayune New Orleans States Sunday space.....agate lines at the rate of .....per line Daily and at the rate of.....per line Sunday, for which we agree to pay as the space is used.

All bills are rendered monthly as space is used and payable in full by 15th of month following publication.

No oral conditions recognized. All stipulations must be embodied herein. If said amount of lines contracted for is not used within the specified time, the advertiser agrees to pay The Times-Picayune Publishing Company the difference between the rate paid and the rate earned as printed on the reverse side of this contract. At the expiration of this contract, if the advertiser has used space sufficient to earn a lower rate than that contracted for, The Times-Picayune Publishing Company will reimburse the advertiser the difference between the amount paid and the rate earned. The Times-Picayune Publishing Company reserves the right to reject any copy deemed by it objectionable in any sense. All advertising space contracted for under the rates named above is wholly for the use of the retail advertiser named. All space in connection therewith used by or paid for by a general advertiser must be on the basis of the general advertising rate card governing that classification of business. For the information of advertisers, the following "Definition of General and Retail Advertising," to control in all cases, is given: Definition of General and Retail Advertising adopted by the Newspaper Advertising Executives' Association (Incorporated), May, 1930: "An advertiser shall be entitled to retail rates only when he sells direct to the consumer through one or more retail stores which he alone owns and controls. If the retailer named also is territory jobber, wholesaler or distributor, the advertising is not local retail copy. Retail rates apply to co-operative advertising confined strictly to a group of bona fide retail advertisers provided advertising is paid for by the merchants involved. General rates apply to all co-operative advertising where both general and retail advertising are involved. General rates apply to advertising over signatures of two or more retailers of separate ownership, offering products of the same manufacturer. General rates apply to all advertising other than that of strictly bona fide retailers, selling at retail exclusively paid for entirely by themselves and offering goods or services to the consumer at outlets owned by themselves, without reference to whether the copy is placed direct or through an advertising agency." A charge of $10.00 per column will be made for advertisements set up and killed without insertion. Advertisers are allowed one setting and one correction of proofs. All changes in copy or make up after the first correction will be charged for at the cost of labor. Advertising intended for all editions of the Sunday issue should be in by 6:00 p. m. Thursday, and for the daily issue by 12:00 noon of the previous day, provided all artwork for engravings is furnished the night before. The publisher reserves the right to increase advertising rates on 30 days' written notice, with the further understanding that if the new rates are unsatisfactory to the advertiser he may cancel the contract without short rate. All contracts must be signed in ink.

....

Sales Representative

....

Accepted for The Times-Picayune Publishing Co. Accepted for the Advertiser

2134

AUDIT BUREAU OF CIRCULATIONS
123 NORTH WACKER DRIVE - CHICAGO 6, ILLINOIS
This statement is subject to audit by the Audit Bureau of Circulations. For Audit Report refer to latest white paper form.

Publisher's Statement — Newspaper
6 months ending September 30, 1950

New Orleans (Orleans Parish), Louisiana
Times-Picayune (Morning),
Times-Picayune-States (Sunday) See Par. 9

1410

8. Average net paid circulation:

	Morning	Sunday
		See Par. 9
CITY ZONE		
Carrier Delivery by independent carriers filing lists	99,184	129,648
Dealers & Carriers not filing lists	1,003	5,546
Street Vendors	14,529	17,566
Publisher's Counter Sales	10	
Mail Subscriptions	5	5
Total City Zone	114,731	152,765
Population *P 367,257		
RETAIL TRADING ZONE		
Dealers & Carriers not filing lists	24,529	47,238
Mail Subscriptions	1,174	136
Total Retail Trading Zone	25,703	47,374
Population 1940 Census 385,091		
Total City & Retail Trading	140,434	200,139
Population 952,351		
ALL OTHER		
Dealers & Carriers	33,717	75,614
Mail Subscriptions	3,490	1,689
Total "All Other"	37,207	77,303
TOTAL NET PAID excl. Bulk (For bulk sales, see Par. 10)	177,641	(a)277,442
AVERAGES BY QUARTERS:		
April 1 to June 30, 1950	177,778	277,261
July 1 to Sept. 30, 1950	177,505	277,623

*P 1950 Census (Preliminary) for New Orleans. See Par. 28(a).
(a) Includes predate edition carrying date line of following day. See Pars. 9 and 28(b).

9. Net Press Run & time of editions: Morning Issue for Tuesday, September 19, 1950

Edition	Press Time	Date Printed	Issue Dated	Net Press Run	Sales Release See Note	Approx. Distribution City Zone	Retail Zone	All Other
1st	6:36 PM	9 18	9 19	12,368	A-C	66%	1%	33%
2nd	9:27 PM	9 18	9 19	4,432	C	0%	19%	81%
3rd	10:55 PM	9 18	9 19	14,966	C	0%	40%	60%
4th	11:13 PM	9 18	9 19	38,275	C	0%	43%	57%
5th	12:31 AM	9 19	9 19	112,875	A-C	96%	3%	1%

For explanation see Par. 28(b).

Note: A Immediate sales release in City.
C Sales release on arrival at destination in Retail Zone and All Other.

9. Net Press Run & time of editions: Sunday Issue for September 17, 1950

Edition	Press Time	Date Printed	Issue Dated	Net Press Run	Sales Release See Note	Approx. Distribution City Zone	Retail Zone	All Other
1st	3:30 PM	9 16	9 17	3,600	C	0%	57%	43%
2nd	4:17 PM	9 16	9 17	14,784	A-C	71%	0%	29%
3rd	7:25 PM	9 16	9 17	10,960	A-C	41%	0%	59%
4th	9:30 PM	9 16	9 17	10,305	C	0%	0%	100%
5th	9:51 PM	9 16	9 17	12,263	C	0%	15%	85%
6th	10:52 PM	9 16	9 17	23,369	C	0%	51%	49%
7th	11:22 PM	9 16	9 17	64,305	C	0%	43%	57%
8th	12:43 AM	9 17	9 17	150,034	A-C	96%	3%	1%
Predate	**1:00 PM**	**9 15**	**9 17**	**1,950**	**C**	**0%**	**23%**	**77%**

For explanation see Par. 28(b).

Note: A Immediate sales release in City.
C Sales release on arrival at destination in Retail Zone and All Other.

10. Average bulk sales in all zones: Morning, 237; Sunday, 165.

11. Average unpaid distribution:	Morning	Sunday
Arrears Over Three Months		
Short Term Subscriptions in Arrears		
Credit Subscriptions in Arrears		
Total Arrears		
Service Copies, Local Advs., Employes, etc.	135	180
Advg. Agencies; Complimentary, Samples, etc.	1,209	828
Total Arrears, Service Copies, etc.	1,344	1,008

12. (a) & (b): See reverse side.

13. (a) Basic Prices:	By Mail in Retail Trading Zone 1 Yr.	6 Mos.	3 Mos.	1 Mo.	By Carrier in City Zone 1 Yr.	6 Mos.	3 Mos.	1 Mo.	1 Wk.	Single Copy
M. & S.	$18.20	$9.10	$4.55	$1.55	$18.20	$9.10	$4.55	$1.55	35c	
E. & S.*	18.20	9.10	4.55	1.55	18.20	9.10	4.55	1.55	35c	
M. only	13.00	6.50	3.25	1.10	13.00	6.50	3.25	1.10	25c	5c
S. only	7.80	3.90	1.95	70c	7.80	3.90	1.95	70c	15c	15c

* New Orleans States (Evening) and Sunday Times-Picayune-New Orleans States.

(b) **Basic price by mail in city zone**: Same as by mail in Par. 13(a).
(c) **Basic price by mail in all other zone**: Same as by mail in Par. 13(a).
(d) **Basic price to R. F. D. subscribers in retail trading zone**: Same as by mail in Par. 13(a).
(e) **Basic price to R. F. D. subscribers in all other zone**: Same as by mail in Par. 13(a).
(f) **Basic price by carrier in retail trading zone**: Same as by carrier in Par. 13(a).
(g) **Basic price by carrier in all other zone**: Same as by carrier in Par. 13(a).

(continued on reverse side.)

Government Exhibit 93

New Orleans (Orleans Parish), Louisiana
Times-Picayune (Morning),
Times-Picayune-States (Sunday) See Par. 9

Paragraph 13: (continued)

(h) **Basic price to motor route subscribers in retail trading zone:** Same as by mail in Par. 13(a).

(i) **Basic price to motor route subscribers in all other zone:** Same as by mail in Par. 13(a).

(j) **Special reduced prices:** None.

13 (k) & (l): For prices higher than basic and prices lower than basic see Audit Report.

14. (a) **Were returns accepted?** Yes.
(b) **Were these deducted, so that only net paid is shown in Par. 8?** Yes.

ANALYSIS OF CARRIER & MAIL SUBSCRIPTION SALES (New & Renewal)

15. PREMIUM, COMBINATION & SPECIAL OFFERS:	None
16. CLUBS:	None
17. CONTESTS INVOLVING SUBSCRIPTION CONTRACT:	None
18. COUPON CONTESTS NOT INVOLVING SUBSCRIPTION CONTRACT:	None
19. INSURANCE:	None

23. & 25. See Audit Report.

28. EXPLANATORY:

(a) Paragraph 8:
Population figure for city zone in Paragraph 8 represents the 1950 corporate limits of New Orleans. Total 1950 population figure for city zone will be shown when 1950 population figures become available for balance of city zone beyond present corporate limits of New Orleans.

(b) Paragraph 9:
MORNING:
All editions carry all advertisements scheduled for day except copy received too late for early editions is inserted in corresponding editions of following day.

SUNDAY:
All editions carry all advertisements scheduled for day except copy received too late for early editions is inserted in corresponding editions of following Sunday.

Predate Edition: Going to press at 1:00 P.M. Friday is usually 48 pages less than regular Sunday Edition. Contains news section and sports, in which appears all general advertising which is not printed in other sections. Local Display which runs regularly in main news and sports sections as well as classified not carried in Predate.

12. (a) Territory included in City Zone in Paragraph 8:
Corporate limits of New Orleans, in Orleans Parish, Louisiana, plus:
In St. Bernard Parish, Wards 1 to 4 inclusive, which include towns of:

Arabi	Meraux	Story
Chalmette	New Home	

In Jefferson Parish, Wards 1 to 4 inclusive and 7 and 8, which include towns of:

Fort St. Leon	McDonoghville	Powell
Gretna	Marrero (Amesville)	Shrewsbury
Harvey	Metairie	Westwego

12. (b) Area included in Retail Trading Zone in Paragraph 8:
With exception of city zone:

In Louisiana:
Parishes:

Ascension	Plaquemines	St. Tammany
Assumption	St. Bernard	Tangipahoa
Jefferson	St. Charles	Terrebonne
Lafourche	St. James	Washington
Livingston	St. John the Baptist	

In Mississippi:
Counties:

Hancock	Harrison	Pearl River

Eight largest towns in Retail Trading Zone:

Biloxi, Miss.	Gulfport, Miss.	Bogalusa, La.	Houma, La.
Hammond, La	Thibodaux, La.	Picayune, Miss.	Bay St. Louis, Miss.

(215—New Orleans, Louisiana)

We hereby make oath & say that all statements set forth in this Statement are true

DONALD W. COLEMAN
Vice President & Circulation Mgr.

JOHN F. TIMS, Jr.
Vice President & General Mgr.

Subscribed & sworn to before me this 17th day of October, 1950.

My commission expires at my death.

KEITH TEMPLE
Notary Public

2136

RETAIL TRADING ZONE		
Dealers & Carriers not filing lists	13,369	12,667
Mail Subscriptions	11	11
Total Retail Trading Zone	13,380	12,678
Population 1940 Census 385,094		
Total City & Retail Trading	91,041	82,642
Population 952,351		
ALL OTHER		
Dealers & Carriers	6,329	5,433
Mail Subscriptions	124	121
Total "A" Other	6,453	5,554
TOTAL NET PAID excl. Bulk (For bulk sales, see Par. 10)	97,494	88,196
AVERAGES BY QUARTERS:		
April 1 to June 30, 1950	97,490	88,848
July 1 to Sept. 30, 1950	97,497	87,591

*P 1950 Census (Preliminary) for New Orleans. See Par. 28(a).

9. Net Press Run & time of editions: Evening Issue for Tuesday, September 19, 1950

Edition	Press Time	Date Printed	Issue Dated	Net Press Run	Sales Release See Note	Approx. Distribution City Zone	Retail Zone	All Other
1st	8:30 AM	9/19	9/19	9,712	C	0%	36%	64%
2nd	9:55 AM	9/19	9/19	7,685	A-C	78%	12%	10%
3rd	11:43 AM	9/19	9/19	12,126	A-C	22%	72%	6%
4th	12:08 PM	9/19	9/19	18,395	A	100%	0%	0%
5th	1:44 PM	9/19	9/19	37,511	A-C	97%	2%	1%
6th	3:37 PM	9/19	9/19	17,528	A-C	95%	2%	3%

For explanation see Par. 28(b).

Note: A Immediate sales release in City.
C Sales release on arrival at destination in Retail Zone and All Other.

2137

1412

Note: A Immediate sales release in City.
C Sales release on arrival at destination in Retail Zone and All Other.

10. Average bulk sales in all zones: Evening except Saturday, 69; Saturday only, 53.

11. Average unpaid distribution:	Evening ex. Saturday	Saturday Only
Arrears Over Three Months		
Short Term Subscriptions in Arrears		
Credit Subscriptions in Arrears		
Total Arrears		
Service Copies, Local Advs., Employes, etc.	146	111
Advg. Agencies, Complimentary, Samples, etc.	482	338
Total Arrears, Service Copies, etc.	628	449

12. (a) & (b): See reverse side.

13. (a) Basic Prices:	By Mail in Retail Trading Zone 1 Yr.	6 Mos.	3 Mos.	1 Mo.	By Carrier in City Zone* 1 Yr.	6 Mos.	3 Mos.	1 Mo.	1 Wk.	Single Copy
E. & S.*	$18.20	$9.10	$4.55	$1.55	$18.20	$9.10	$4.55	$1.55	35c	
E. only	13.00	6.50	3.25	1.10	13.00	6.50	3.25	1.10	25c	5c

* New Orleans States (Evening) and Sunday Times-Picayune-New Orleans States.

(b) Basic price by mail in city zone: Same as by mail in Par. 13(a).

(c) Basic price by mail in all other zone: Same as by mail in Par. 13(a).

(d) Basic price to R. F. D. subscribers in retail trading zone: Same as by mail in Par. 13(a).

(e) Basic price to R. F. D. subscribers in all other zone: Same as by mail in Par. 13(a).

(f) Basic price by carrier in retail trading zone: Same as by carrier in Par. 13(a).

(g) Basic price by carrier in all other zone: Same as by carrier in Par. 13(a).

(h) Basic price to motor route subscribers in retail trading zone: Same as by mail in Par. 13(a).

(i) Basic price to motor route subscribers in all other zone: Same as by mail in Par. 13(a).

(j) Special reduced prices: None.

13 (k) & (l): For prices higher than basic and prices lower than basic see Audit Report.

14. (a) Were returns accepted? Yes.
(b) Were these deducted, so that only net paid is shown in Par. 8? Yes.

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Government Exhibit 94

ANALYSIS OF CARRIER & MAIL SUBSCRIPTION SALES (New & Renewal)

15. PREMIUM, COMBINATION & SPECIAL OFFERS: None

16. CLUBS: None

17. CONTESTS INVOLVING SUBSCRIPTION CONTRACT: None

18. COUPON CONTESTS NOT INVOLVING SUBSCRIPTION CONTRACT: None

19. INSURANCE: None

23. & 25. See Audit Report.

28. EXPLANATORY:

(a) Paragraph 8:
Population figure for city zone in Paragraph 8 represents the 1950 corporate limits of New Orleans. Total 1950 population figure for city zone will be shown when 1950 population figures become available for balance of city zone beyond present corporate limits of New Orleans.

(b) Paragraph 9:
All editions carry all advertising scheduled for day. Copy received too late for early editions is inserted in corresponding editions of following day.

12. (a) Territory included in City Zone in Paragraph 8:
Corporate limits of New Orleans, in Orleans Parish, Louisiana, plus:
In St. Bernard Parish, Wards 1 to 4 inclusive, which include towns of:

Arabi	Meraux	Story
Chalmette	New Home.	

In Jefferson Parish, Wards 1 to 4 inclusive and 7 and 8, which include towns of:

Fort St. Leon	McDonoghville	Powell
Gretna	Marrero (Amesville)	Shrewsbury
Harvey	Metairie	Westwego

12. (b) Area included in Retail Trading Zone in Paragraph 8:
With exception of city zone:
In Louisiana:
Parishes:

Ascension	Plaquemines	St. Tammany
Assumption	St. Bernard	Tangipahoa
Jefferson	St. Charles	Terrebonne
Lafourche	St. James	Washington
Livingston	St. John the Baptist	

In Mississippi
Counties:

Hancock	Harrison	Pearl River

Eight largest towns in Retail Trading Zone:

Biloxi, Miss.	Gulfport, Miss.	Bogalusa, La.	Houma, La.
Hammond, La.	Thibodaux, La.	Picayune, Miss.	Bay St. Louis, Miss.

(215—New Orleans, Louisiana)

We hereby make oath & say that all statements set forth in this Statement are true.

DONALD W. COLEMAN
Vice President & Circulation Mgr.

JOHN F. TIMS, Jr.
Vice President & General Mgr.

Subscribed & sworn to before me this 17th day of October, 1950.

KEITH TEMPLE
Notary Public

My commission expires at my death.

1111

Government Exhibit 95

March 18, 1941

Mr. C. C. Covey, Vice-President,
National Stores Corporation,
Forsyth Building,
Atlanta, Georgia.

Dear Mr. Covey:

To my way of thinkin, there is no better time to take inventory of our business relationship than at the present writing when neither The Times-Picayune or the New Orleans States is enjoying any of your business, and at a time when you can calmly and dispassionately study the merits of our case and then after some thought arrive at a decision which we hope will prove mutually beneficial.

A lot of water has run under the dam since you opened your New Orleans store here in Carondelet Street. At all times have we endeavored to cooperate with your concern towards building business in the territory in which we serve, and because your local manager, in his wisdom, decided that the afternoon Item was the medium that he desired to use, is no reason for us to criticise his judgment other than place the facts once more before you, and that if any criticism be meted out that it come from you and not from us.

To be sure we always questioned the wisdom of your running in the columns in our afternoon competitor in such a quanity of linage as appeared in the records of the past.

The circulation enjoyed by The Times-Picayune over the New Orleans Item was such, in our humble opinion, to warrant your placing the bulk of your business in our columns.

Several reasons in your mind evidently caused this condition to be otherwise and instead of running the bulk of your linage we were content to play, and gladly so, second fiddle.

In my letter to you written on the date of December 20th I gave you a thorough history of our past endeavors to cooperate with you.

How we at all times tried to cooperate with Mr. Brieger in his efforts to merchandise your stock. Why that gentleman did not want to favor us with his business is something beyond our understanding.

At all times our Mr. Antin called upon Mr. Brieger continuously endeavoring to sell him on our leadership in circulation, and I know that they were personally friendly over a period of years.

1415

Mr. C. C. Covey

March 18, 1941

The reason for placing advertising lineage, however, should have a bigger urge towards it than that of friendship. The urge of accomplishment of purpose by the advertiser, and in that connection may we not suggest a new program for your store in New Orleans - the program which I feel will render you considerably more business than you presently enjoy and at a price that will more than recompense you for the outlay.

While The Times-Picayune enjoys the prime circulation in this field, we do believe that if you will see the wisdom of centering your advertising in the columns of the New Orleans States - using copy of the size and nature now appearing in the New Orleans Item, that you will not only appear before an audience to which you have individual contact but also to an audience who is appreciative of the efforts of merchandisers who do things.

It needs no retelling how the New Orleans States pioneered and played a major part in the recent state upheaval which brought Louisiana out of the quagmire of political misery. A paper that can do this can sell merchandise. The States is selling merchandise for leading merchants in New Orleans who use its columns week in and week out just as we are inviting you to do.

For the month of February the New Orleans States reached its highest circulation in its sixty-one year history, having a total of 61,72_, of which 51,331 is in the city of New Orleans.

As I outlined to you in my letter of December 20th you can operate on a 50,000 line States contract which would give you a rate of 7½¢ a line in the weekday States and 14¢ a line in the Sunday Times-Picayune-New Orleans States; or should you see fit to repeat copy from the weekday States to the Sunday paper or vice-versa you would save one cent a line on your States space, buying it for 6½¢ a line, which we think you will agree is an exceptionally low rate for over 61,000 total circulation.

We are enclosing a copy of the New Orleans States of Thursday, March 13th in which you will note that the leading furniture merchants of New Orleans are well represented.

There are many other facts we could give you concerning the advisability of your using The Times-Picayune New Orleans States combination to exclusively advertise your New Orleans store.

I will be personally glad to visit you in Atlanta at some time that you may nominate to further discuss the merits of the proposition which I have heretofore outlined, or if you will be in New Orleans at some early date I will be pleased to set aside an hour or two for the discussion of this matter.

Hoping to hear from you at an early date, I am,

Sincerely,

John F. Time, Jr.,
Vice-President & Business Manager,
The Times-Picayune Publishing Co.

jft:ea
ncl.

2140

1416

Government Exhibit 96

OFFICE MEMORANDUM

Date April 6, 1938.

To Mr. John P. Time, Jr., Treasurer-Business Manager Department

From L. P. Blackburn, Asst. Business Manager Department

With reference to the attached memorandum from Mr. Swayze. I believe that some sort of discount of, say 2¢ a line, offered to advertisers whose copy appears in The Times-Picayune daily or Sunday and repeated in the States, say within 5 days, would be instrumental in increasing the States' daily linage as well as possibly increasing The Times-Picayune's Sunday and daily linage.

Most advertisers schedule about two advertisements on the same merchandise preferably in The Times-Picayune and Item, since the Item is rather consistent in their selling that The Times-Picayune and the Item completely covers the field and the States is not needed.

Any inducement we might offer to repeat copy carried in The Times-Picayune in the States, I believe would influence a certain amount of copy out of the Item. Most of our larger furniture accounts operate on either a 100,000 line or 250,000 line contract. Allowing a 5¢ rate for pick-up copy would be a reduction of 2¢ per line on 100,000 line advertisers and 1-3/4¢ per line on 250,000 line advertisers and I doubt seriously if we can set, make engravings and proof read a furniture advertisement for less than 2¢ per line or $48.00 per page. If this is true then the profit on such an operation, considering the saving in composition and cuts, would be just about as great on copy picked up from The Times-Picayune and inserted in the States as it would be if we charged the rate of 6-3/4¢ and 7¢ per line and produced a new advertisement.

Furniture advertising in The Times-Picayune is the fourth largest classification and in the States it is the 7th, while in the Item furniture is the 2nd largest classification.

For the above reasons I believe it is worth a try on the furniture classification and if it proves successful from a selling standpoint as well as profitable, it then can be applied to other classifications.

Form 88

Government Exhibit 97

OFFICE MEMORANDUM

Date April 4, 1938

To Mr. John P. Tims, Jr., Treasurer-Business Manager **Department**

From Nelson R. Swayze, Mgr., States Advertising **Department**

As you know furniture linage is one of the principal selling problems confronting the States at this time.

Weekday furniture linage for 1937 was as follows:

TIMES-PICAYUNE	ITEM	STATES
341,171	569,862	123,992

The main objection to the States voiced by the larger furniture dealers is their fear of starting a furniture war in the third medium, and being compelled by competition to continue the use of the States whether they feel results justify it or not.

The increase in advertising rates has made our sales job even harder because the furniture dealer has had to pay a higher rate in the Times-Picayune and is now confronted with increased rates in the Item, so he feels even more reluctant to add the States now at a higher rate than that at which it has been offered to him for several years.

Since the majority of the furniture linage we have carried has been ads picked up from the Times-Picayune and run in the States with few, if any, corrections I believe that if we would offer the larger furniture dealers a combination rate on any ad picked up from the Times-Picayune and ran in the States within the same week we would be able to secure a much larger volume of furniture linage.

Because of the high cost of cuts and composition on the average furniture ad I believe we could at a pick-up rate of fifty cents per line make as much profit as we could at the average States rate now paid by the larger furniture stores when we have the additional cost of cuts and composition.

I believe that this combination rate would also help build furniture linage in the Times-Picayune as we could sell the advertiser approximately 90% coverage of the newspaper reading families in ABC New Orleans with the Sunday Times-Picayune and Daily States combination.

If such a combination rate can be made now is the psychological time to do it as the Item is raising Barnetts and Kirschman rates in the very near future, and I believe that both of these all important accounts would be more receptive to such a combination rate now than at any other time. If we could get a regular schedule from both Barnetts and Kirschman I believe the other furniture accounts would follow in short order.

2142

1443

Form 26B

OFFICE MEMORANDUM

2

Date April 4, 1938

To Mr. John P. Tims, Jr. **Department**

From **Department**

The States has made excellent progress in department store linage becoming highly competitive with the weekday Item, and if we could only secure our just share of the furniture linage run in the afternoon field it will make our selling job much easier in most other classifications of advertising.

Nelson R. Swayze,
Advertising Manager,
New Orleans States.

nrs:ea

2143

Government Exhibit 98

1119

D

January 13th., 1940.

1/13/40
Noted attached
to contract in
Contract File
JFT

Mr. Joseph Traxler,
Edison Brothers Stores, Inc.,
710 No. Twelfth Blvd.,
St. Louis, Mo.

Dear Mr. Traxler:

Thank you very much for your letter of January 11th, enclosing signed contract for 20,000 lines of advertising to be used in The Times-Picayune within one year from October 27th, 1939, at the rate of 13¢ per line week-days and 14.4¢ per line Sunday.

When you sign a contract to use 20,000 lines of space in The Times-Picayune morning and Sunday it entitled your firm to secure a rate of 08¢ per line on all advertising you run in the States without contracting for any quantity of space to earn this rate. On any advertising picked up from The Times-Picayune and published in the States, within three days after its appearance in The Times-Picayune, your firm is entitled to a 01¢ a line discount. In other words, if you ran a full page advertisement in The Times-Picayune, and repeated the same page in the States, without any change in copy, the rate in the States would be 07¢ per line.

Trusting that this explanation up any impression you are under, I am,

Very truly yours,

John F. Time, Jr.,
Vice-President & Business Manager,
The Times-Picayune Pub. Co.

JFT/

C/c Mr. T. J. Adams.

2144

1120

Government Exhibit 99

JANN & KELLEY, INC.

Newspaper Representatives

360 NORTH MICHIGAN AVENUE
CHICAGO 1
CENTRAL 1580

December 8 1949

MR. JOHN F. TIME, JR.
Vice President & Business Manager
The Times-Picayune Publishing Company
Lafayette Square
New Orleans 4 Louisiana.

Dear Jack:

This is to report that we have had a long session with Foote Cone & Belding Media Department with reference to our new policy on General advertising.

Walter Stecher and I appeared before Al Frifield, Ed Stern and Harvey Mann, who are entrusted with the buying of newspaper space for their various clients.

We put in well over an hour with these gentlemen and while they again registered their protest I am pleased to say to you that I believe our meeting with them will reflect success. This meeting gave us the opportunity of going into the history of not only The Times-Picayune and New Orleans States but The Item as well and you may be sure that we made the best of it. We left on a very friendly basis and I feel that as a result they will go along with us without any further resistance.

I might mention at this time that I saw there an estimate that had been prepared and submitted to Armour & Company under date of November 25 and which included a schedule for New Orleans. While this estimate has not yet provided definite insertion dates, it is possible that the schedule planned might extend beyond the expiration date of their contract which I believe is about March 28, 1950. I am mentioning this to you at this time on the possibility that we may deem it desirable to make some recommendation to you with particular reference to the schedule in the course of preparation should it extend beyond the present contract date.

continued .....

MR. JOHN F. TIMS, JR.

Page 2.

With respect to reactions from other agencies that have been contacted since the announcement, wish to say that while we have had some few ramblings from two or three individuals, nothing of a serious nature has thus far come to the surface. We are applying necessary attention to any an all situations but are in no way concerned over this change and as advised you we are doing it all on a highly constructive plane to prove to them that we can offer them adequate coverage in New Orleans thru our Times-Picayune - New Orleans States single unit at a rate extremely more favorable than they are obli ed to pay for similar coverage in the other large markets of the country.

One point of particular interest which I know you will enjoy came up at the Foote Cone & Belding meeting. One of the gentlemen present went to some length to describe the great progress that had been made by the Item in recent years both in circulation and advertising growth. After he finished his story I asked him to listen to what I had to say and I showed him that since 1923 the Evening Item has increased its circulation less than 38,000 which is anything but phenomenal when you consider the growth of the New Orleans market during that period. I contrasted this with the New Orleans States under the management of The Times-Picayune - Publishing Company. I showed them that since 1933 when The Times-Picayune Publishing Company took over The States we have gained in circulation over 60,000 copies. With reference to Local advertising acceptance ... I pointed to the Retail department store business of New Orleans for the first 11 months of this year ... I called their attention to the fact that the field showed a gain of about 1,200,000 lines over the same period of a year ago but even with the 1,200,000 lines gain in total Department store business in New Orleans, the Item showed a loss of approximately 263,000 lines in this classification and I specifically mentioned that the big gain in department store advertising was made in the week/day field.

Meanwhile of course I didn't overlook the opportunity of reminding them that the Evening Item has had three diferent ownerships in the last 8 years.

continued .....

2146

I feel very satisfied with the meeting, Jack, and as mentioned above I am certain everything will work out satisfactorily in this case.

You will be immediately informed of other incidents as they occur.

In writing you the other day I mentioned that The Item, I learned, was planning some promotion of their Sunday paper in the trade papers. I learned further that this copy is likely to appear during the week of January 23. This, for your information.

With personal best wishes.

Cordially yours

Welch

BANN & KELLEY, INC.

HCJ HRS

Government Exhibit 100

COPY

COPY

FOOTE CONE & BELDING
919 North Michigan Avenue
Chicago 11, Illinois

November 30, 1949

Mr. Henry Jann
Jann & Kelley, Inc.
360 North Michigan Avenue
Chicago 1, Illinois

Dear Henry:

This refers to our conversation regarding today's announcement from the New Orleans Times-Picayune Publishing Company enforcing the use of both the Morning Times-Picayune and Evening States.

According to this announcement, all contracts received on and after December 1, 1949 must be in conformity with the new rate card which makes this combination mandatory effective February 1, 1950 - but existing contracts will be carried through to expiration.

We of course regret your publisher's decision to enforce the use of two newspapers to national advertisers. However, we feel that the privilege of using either the Times Picayune or the States as an optional combination should be made available to our clients for as long a period of time as you will allow this privilege to other advertisers.

Therefore we do regret your decision of today, refusing to accept new superseding contracts for our clients dated as of today, November 30, 1949. These contracts, as you know, would have been issued for the purpose of assuring an equitable privilege for our clients for the use of either the Times Picayune or the States, for as long a period of time as will be enjoyed by many of your other customers, regardless of contract expiration dates.

Sincerely,

Signed - Al Frifield

FOOTE CONE & BELDING

A.E.Frifield:snp

2148

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Government Exhibit 101

INTERNATIONAL PAPER SALES COMPANY, INC., agrees to sell

and The Times-Picayune Publishing Company (owner)
of The Times Picayune-New Orleans States (Sunday), The Times-Picayune
(morning), and New Orleans States (evening) (herein

called the publications), published at New Orleans, Louisiana (herein

called destination) agrees to buy standard newsprint paper, in rolls, in carload lots, as follows:

1. TERM. January 1, 1942, to December 31, 1951, except as otherwise provided in Item 2 hereof;

2. TONNAGE. The entire requirements of the publications now estimated to be approximately 22,000 tons annually. Buyer may under this contract order up to 500 tons for shipment during the period August 15, 1941, to December 31, 1941;

PRICE AND DELIVERY: per ton (2000 pounds), f.o.b. cars or vessel at mill, freight to the destination allowed by the seller

AT ALL TIMES THE SELLER'S STANDARD PRICE FOR THE DESTINATION

For the period commencing August 15, 1941 and ending September 30, 1941 this price shall be $ 50.00, and thereafter shall be changed from time to time, when and to the extent that such changes in the contract market for newsprint

The following words as used above mean

Note

For lower portion of this page see next frame.

t act order up to 500 tons for shipment during the period August 15, 1941, to December 31, 1941;

PRICE AND DELIVERY: per ton (2000 pounds), f.o.b. cars or vessel at mill, freight to the destination allowed by the seller

AT ALL TIMES THE SELLER'S STANDARD PRICE FOR THE DESTINATION

For the period commencing August 15, 1941 and ending September 30, 1941 this price shall be $ 50.00 ; and thereafter shall be changed from time to time when and to the extent that ... ers in the contract market for newsprint.

The following words as used above mean:

(a) "*Market*" means the market throughout the United States east of the Rocky Mountains and ... taking into consideration both quotations and sales, excluding quotations and sales by the seller.

(b) "*Newsprint*" means standard newsprint manufactured by North American mills east of the Rocky Mountains.

(c) "*Change*" means the most generally prevailing change not unnecessarily conspicuously large.

FURTHER PROVISIONS of this contract are stated on page 2 hereof.

EXECUTED at Montreal, P.Q., Canada, on August 15, 1941

INTERNATIONAL PAPER SALES COMPANY, INC.

By

The Times-Picayune Publishing Company

By

2149

1. Specifications: (a) Basis of weight, approximately 25 lbs. to 500 sheets, 24 x 36 inches, without reference to production basis.

(b) Width or widths, subject to change by the buyer on reasonable notice:

6⅞" 42" 50-5/8" 33-3/4"

(c) Unless the buyer shall furnish to the seller by the 15th day of the month complete specifications expressed in [illegible] of each width for the paper to be shipped the succeeding month, the seller may ship in accordance with specifications last received.

6. Terms of Payment: Net cash thirty days from date of shipment. [redacted]

[redacted] eight per cent. per annum to be paid on amounts unpaid at due dates. Payments in New York exchange

2. General: (a) The seller reserves the right from time to time to fix and change the f.o.b. mill price, the freight allowance by the seller thereon, and the other allowances by the seller, if any, and also to specify the price in any other manner; provided always that the net cost to the buyer shall be on known fixed.

(b) Invoices shall be based on actual weight of rolls, including paper and wrappers but excluding returnable cores, upon [illegible] on cars or vessel at mill. If the buyer elects to use non-returnable cores, invoices shall include weight of the cores and plugs.

(c) Returnable cores shall be returned promptly by the buyer in good condition, freight prepaid, and unless returned within 30 days from receipt thereof the buyer shall, upon demand, pay the seller an amount equal to the value thereof as determined by the seller's classification in effect at the time of shipment.

(d) Invoices shall be taken at substantially a uniform rate throughout each year.

(e) Shipments shall be routed by the seller.

(f) Title to the paper shall pass to the buyer upon delivery f.o.b. cars or vessel at mill (except on shipments sight draft attached to bill of lading).

(g) The buyer shall furnish the seller on Monday of each week a report on forms furnished by the seller of the number of rolls of each size on hand at the destination and in transit to the destination at the end of the week preceding.

3. Other Sources: Passes the following page.

4. Claims: (a) No allowance shall be made for waste, damage sustained after delivery, or paper left on cores.

(b) In case of claim of any nature applying upon any shipment of paper made hereunder, the seller shall be notified in writing immediately but no claim shall be allowed for consequential damages.

Note

For lower portion of this page see next frame.

(c) Title to the paper shall pass to the buyer upon delivery f.o.b. cars or vessel at mill (except on shipments sight draft attached to bill of lading).

(d) The buyer shall furnish the seller on Monday of each week a report on forms furnished by the seller of the number of rolls of paper now on hand at the destination and in transit to the destination at the end of the week preceding.

2. Terms: Net 30 days after the following page.

3. Claims: (a) No allowance shall be made for waste, damage sustained after delivery, or paper left on reels.

(b) In case of claims of any nature applying upon any shipment of paper made hereunder, the seller shall be notified in writing immediately but no claims shall be allowed for consequential damage.

10. Contingencies: In case the seller shall be unable or fail at any time to supply from its regular sources, or the buyer shall be unable or fail to take and use, the paper in consequence of fire, explosion, accident, strikes, lockouts, combinations of workmen, floods, drought, embargoes, war, riot, acts of God or the public enemy, action of any governmental authority, delay or failure of usual carriers or contractors, or any contingency or delay or failure or cause beyond control, whether or not of the kind hereinbefore specified, the seller shall not be liable to the buyer for failure to supply the paper, nor shall the buyer be liable to the seller for failure to take the paper, during the period of such disability.

To the prices provided for in Item 3 (price and delivery clause) are to be added in each case the amount of any general or special duty or sales tax.

Notwithstanding the price provisions of Item 3 hereof, if at any time during the term of this contract the United States or Canada is involved in war with any major power the seller may, on at least ninety (90) days' written notice to the buyer, from time to time fix the price of newsprint thereafter delivered at not exceeding cost (interest figured at six per cent), plus twenty-five cents a hundred pounds.

11. Default: If the buyer fails to pay any amount when due or to fulfill any other provision hereof, the seller may at its option without demand for payment past due (a) make deliveries subject to payment on presentation of sight draft attached to document of title, or (b) refuse to furnish more paper, and declare the obligation of the buyer for all paper furnished due forthwith, notwithstanding the terms hereof, but the buyer shall remain liable to the seller for all loss and damage sustained by reason of such failure. Because of the difficulty of ascertaining the loss or damage which the seller may incur by reason of any breach of this contract by the buyer the sum of fifty cents for each one hundred pounds of paper remaining undelivered is agreed upon and fixed as liquidated damages which the buyer agrees to pay the seller forthwith.

12. Governing Law and Assignment: This contract shall be governed by the law of the Province of Quebec and shall bind the successors and assigns of the parties. This contract may be assigned by the seller to any successor or affiliated company of substantial responsibility or by the buyer to any company of substantial responsibility acquiring the publications, provided the assignee company shall assume all obligations of the seller or buyer, as the case may be, hereunder. If the publication should be combined with any other newspaper this contract shall thereupon cover a part of the annual requirements of the combined newspapers equal to the entire tonnage used by the publication in the year preceding

1426

OCEAN SHIPPED PAPER. In the case of ocean shipped paper the following shall apply:

a) The seller shall arrange at its own expense for such warehousing, if any, as is necessary to permit the tonnage for each year to be withdrawn from warehouse at substantially a uniform rate throughout each year, and the seller may retain the warehouse receipts and have a lien thereon for all charges including the unpaid purchase price.

(b) The seller shall insure the paper at its own expense from time of loading on vessel at mill until discharge from vessel and, if warehoused by the seller as aforesaid, until withdrawal from such warehousing. The seller may carry such insurance in its own name.

(c) Time of payment in case of shipments so warehoused shall be based on date of withdrawal from warehouse instead of on date of shipment as provided in item 6 above.

13. The Seller further agrees that the price for the destination, herein called New Orleans, shall, at no time during the life of this contract, be higher than the destination price allowed publications in other Gulf ports by the Seller under contracts now or hereafter made or adopted by it.

Government Exhibit 102

1437

JANN & KELLEY, INC.

Newspaper Representatives

360 NORTH MICHIGAN AVENUE

CHICAGO 1

January 11 1950

MR. JOHN F. TIMS, JR.
Vice President & Business Manager
The Times-Picayune Publishing Co
Lafayette Square
New Orleans 4 Louisiana.

Dear Jack:

Since talking with you yesterday I had a phone call from Frank Carpenter who, as you know, is in Minneapolis. He had a further visit with the account man yesterday who is making an effort to help us get the special HORMEL page for the Magazine. Frank will stay with this prospect and go to the plant if necessary and we hope to have favorable word for you Thursday or Friday.

You also asked about any new experiences which we have had with the unit plan which is to become effective February 1. Carp tells me that both B B D & O Agency, also Campbell Mithun are going along with us. In the case of B B D & O, Carp sends in a contract for the Minneapolis Mining & Manucaturing Company on the unit plan, the first schedule starting March 1. Campbell Mithun Agency place the Occident Flour account of the Russell Miller Milling Company. Russell Miller have a contract with The States alone at present but have agreed to go along on the unit plan as soon as the present contract has been completed. We will have a new contract from them shortly.

We sent you yesterday a full page for ADMIRAL TV advertising which is to run next Sunday. We are in hopes that we can also get similar copy for the TV Section of February 5.

Tomorrow you are running in The Times-Picayune - New Orleans States a new account in the form of a full page on DUODEX. We expect this will run into a series of full pages plus smaller copy and our Times-Picayune - States will carry the business exclusively.

continued .....

MR. JOHN F. TIMS, JR.

Page 2.

We just advised Ladreyt a few days ago that S. C. Johnson & Son will run a schedule on GLO-COAT starting this month and will use The Times-Picayune - States exclusively. This same Agency (Needham Louis & Brorby) are planning a 10,000 line schedule for SWIFT'S CLEANSER, black & white. They formerly used the Magazine but plan to run a nice schedule in The Times-Picayune States starting in April. As stated above this will total 10,000 lines.

The Thor Corporation are planning a schedule to be released in the near future and they will also use The Times-Picayune-States for this account. The same Agency - Earle Ludgin - handle the account of Wrisley Soap. They will use The Times-Picayune - States for 4,200 lines starting in February or March.

We feel highly encouraged over the manner in which schedules are shaping up on our new unit plan and will continue to keep you closely advised.

Incidentally — We have just received word from L. W. Ramsey Company, Davenport, that The Times-Picayune - New Orleans States will be listed to receive a half page ad in black & 2 colors to run early in February.

I am very sorry to learn that you will not be here in attendance at the N. A. E. A. as I think it would do you good to be away for a few days and we had looked forward to the opportunity of a good visit with you.

With personal best wishes.

Cordially yours

JANN & KELLEY, INC.

HCJ HRS

P. S. Sent you yesterday contract covering FORMFIT. Starting in March they will use Sunday run-of-paper as well as daily Times-Picayune - and States.

H C J

2153

Government Exhibit 103

No. 606

United States of America

GENERAL SERVICES ADMINISTRATION
THE NATIONAL ARCHIVES

To all to whom these presents shall come, Greeting:

I Certify That the annexed copy, or each of the specified number of annexed copies, of each document listed below is a true copy of a document in the official custody of the Archivist of the United States:

RECORDS OF THE WAR PRODUCTION BOARD: Verbatim Transcript of Meeting of the Appeals Board - Times Picayune Publishing Company, dated November 20, 1944.

In testimony whereof, I, WAYNE C. GROVER, Archivist of the United States, have hereunto caused the Seal of the National Archives to be affixed and my name subscribed by the Chief Archivist, War Records Branch of the National Archives, in the District of Columbia, this 2nd day of May 19 51.

Wayne C. Grover
Archivist of the United States

By Philip Brooks

2154

(7-1-21)

1430

WAR PRODUCTION BOARD

VERBATIM TRANSCRIPT

MEETING: APPEALS BOARD - TIMES PICAYUNE PUBLISHING CO.

DATE: NOVEMBER 20, 1944

TIME: 4:00 p.m. TO 4:30 p.m.

PLACE: ROOM 5066, SOCIAL SECURITY BUILDING

REPORTED BY

DIVISION OF ADMINISTRATIVE SERVICES
OPERATING FACILITIES BRANCH
MINUTES AND REPORTS SECTION

Page 1 to 16

2-41989

GENERAL SERVICES ADMINISTRATION
National Archives and Records Service
Washington 25, D. C.

R. G. 179: Records of the War Production Board: Appeals Board: Verbatim Transcripts of Hearings.

Three Centimeters

[fol. 2156] WAR PRODUCTION BOARD

APPEALS BOARD

Docket No. R-1549

APPEAL BY THE TIMES-PICAYUNE PUBLISHING CO. FROM ORDER L-240 of the PRINTING AND PUBLISHING DIVISION

Room 5066, RRB, Washington, D. C., November 20, 1944.

The above-entitled matter came on pursuant to notice before the Central Appeals Board of the War Production Board, at 4:00 p.m., Dr. A. N. Holcombe presiding.

Present for the Appeals Board:

Dr. A. N. Holcombe
W. J. Kerlin
H. Lillibridge
R. Marginot
C. Osborn

Present for the Appellant:

John F. Tims, Jr., Vice-President, The Times Picayune Publishing Co., New Orleans, La.

[fol. 2157] (Hearing convened at 4:00 p.m.)

Dr. Holcombe: This is an appeal by the New Orleans Times Picayune Publishing Company, publishers of the New Orleans States, which seeks relief from certain provisions of Order L-240. The case is on our docket for November 21, R-1549.

In this case appellant appeals for permission to use 78 tons of newsprint in excess of quota during the fourth quarter of 1944 on the ground of a competitive hardship. However, appellant has been authorized to use six additional tons of newsprint only in excess of quota during the fourth quarter on account of the increased circulation in accordance with the provisions of paragraph (F-2) of Supplement No. 1. This grant has been made upon the recommendation of the Printing and Publishing Division.

Appellant thereupon filed a new appeal by letter, dated November 15, requesting further consideration of his appeal for 78 additional tons for the fourth quarter.

Appellant alleges that a rival newspaper, the New Orleans Item, has been able to increase its circulation and its content, paid or unpaid, because of the fact that it has available in its base tonnage the amount of print paper representing the net paid circulation of a Sunday issue which was discontinued in the third quarter of 1944.

[fol. 2158] / Mr. Tims: 1944, sir. July 27, 1944, Dr. Holcombe.

Dr. Holcombe: Is that when they discontinued it?

Mr. Tims: Yes, sir.

Dr. Holcombe: This situation creates in the belief of appellant an excessive and undue hardship under the order. The Administrator of the order has not recommended any additional grant beyond that already made, but we are advised that he regards this as a unique situation.

We proceed informally here and would like you to present your case in your own way.

Mr. Tims: Thank you very much, Dr. Holcombe, and I want to express my appreciation to you and the other members of the Board in permitting me to come here on such short notice. I happened to be coming to Washington on another matter. I wrote Mr. Hanson that if I could be heard while I was here it would save me going back home and coming back again, so I again say I am very grateful to you.

Dr. Holcombe: We are glad to grant you this opportunity.

Mr. Tims: I would like to ask, if it is in order, that I be furnished with a copy of the transcript of whatever proceedings take place here. I ask that for the reason that my publisher may see it, because it is difficult for me to remember everything that we may discuss here, or some of the questions you may ask.

Dr. Holcombe: We will arrange to have you provided [fol. 2159] with a copy.

Mr. Tims: Thank you, sir.

I would like you to review the interpretation of the formula of the Printing and Publishing Division which has permitted the Item, which discontinued the publica-

tion of their Sunday newspaper on July 27, 1941, to transfer approximately 1,080 tons consumed in printing their Sunday paper to their 1944 weekday base consumption quota.

In addition to the facts presented in our written appeal, we would like to offer the following figures as further proof of an unfair competitive advantage having been conferred on the New Orleans Item by the action of the Printing and Publishing Division:

On September 30, 1942, the New Orleans States led the New Orleans Item in circulation by 4,186 copies. On September 30, 1943, the New Orleans States led the New Orleans Item by 5,063 copies. On December 31, 1943, the New Orleans States led the Item by 2,774 copies. On March 31, 1944, the New Orleans States led the Item by 2,277 copies. On June 30, 1944, the New Orleans States led the New Orleans Item by only 575 copies; and now on September 30, 1944, according to the latest figures released by the New Orleans Item, the Audit Bureau of Circulation, the New Orleans Item leads the New Orleans States by 4,242 copies.

This change in comparative circulation figures is not due [fol. 2160] to any inability on our part to sell newspapers, but is entirely due to the fact that the New Orleans Item, having been given more newsprint, has been able to print more newspapers while the New Orleans States has had to freeze its press run since October 1, 1943.

Dr. Holcombe: How would the discontinuance of a Sunday edition in September of 1941——

Mr. Tims: In July 1941.

Dr. Holcombe: —in July of 1941, that is to say, in the third quarter of the year; affect your competitor's quota in the fourth quarter of the year?

It is clear that it would make a difference in the first and second quarters of the year, and to some extent in the third quarter, but how would it make any difference in the fourth quarter since in 1941—the fourth quarter of 1941—the base period under the order, there was no usage of paper for a Sunday edition by the competitor?

Mr. Tims: No, sir, in the fourth quarter of 1941 their circulation was 60,035.

Dr. Holcombe: Sunday circulation?

Mr. Tims: No, sir, daily weekday circulation. They had no Sunday paper in the fourth quarter of 1941. They discontinued on July 27, 1941, which was one month after the second quarter.

Dr. Holcombe: It is quite clear that in the first and [fol. 2161] second quarters, and to a certain extent in the third quarter, the publication of a Sunday edition in 1941 would give rise to a quota, and there would be no corresponding usage in 1944 or 1945.—

Mr. Tims: That is correct, sir.

Dr. Holcombe:—so that that quota could be diverted to the publication of weekday issues, but in the fourth quarter of 1941 no Sunday paper was published; therefore no quota resulted from the operations.

Mr. Tims: That is true, sir.

Dr. Holcombe: Therefore there was no newsprint to be diverted to the weekday edition; therefore there would seem to be no such cause of unfair competitive relations as would have existed in the first or second quarters.

Mr. Tims: Except this—you permitted under the order since January 1, 1944, to carry over any tonnage that we did not use in the previous quarter into the following quarter.

Dr. Holcombe: You might argue that your competitor had too large a quota in the first two quarters of this year, and in the third quarter, down to the date when that Sunday edition was discontinued. There isn't any such basis of a claim in the fourth quarter.

Mr. Tims: Except that this excess tonnage that they never used in the third quarter, they saw fit to be able to carry it over into the fourth quarter, which gave them that advantage then.

[fol. 2162] Dr. Holcombe: You might argue that they have gained an advantage in the first two quarters of this year.

Mr. Tims: The facts, Dr. Holcombe, are such that when we analyze this circulation—of course, I don't know what it is going to be in the fourth quarter of 1944, but I do know from July, August, and September in the third quarter they had passed the States and are now leading them by 4,242 average daily circulation. Further, sir, during

the first quarter of 1942, the New Orleans States printed 80 more pages than the New Orleans Item. At the end of 1942 the Item published 224 pages more than the States. In 1943 they published 668 pages more than the States.

Dr. Holcombe: 1942 was a period of free economy.

Mr. Tims: Yes, sir, that is what I maintain. They printed 242 in 1942. In 1943 they printed 668 more pages than the States. For nine months of 1944 they have printed 1143 more pages than the States. On this ratio, if the number of pages published by the New Orleans Item over the New Orleans States for the first nine months of 1944 continues during the last quarter of 1944, the New Orleans Item will publish 1529 more pages in 1944 than the New Orleans States. Thus the New Orleans Item has been given a two-way advantage over the New Orleans States.

In order for the New Orleans States to keep within its [fol. 2163] weekday newsprint allotment it has had to reduce the number of pages and freeze its press run since October 1, 1943, while the New Orleans Item continues to increase both the size of its paper and its circulation.

We do not believe it was the intent of the War Production Board to destroy by a rule or order the prestige which the New Orleans States had earned through years of building, nor was it the intention to favor one newspaper over the other.

It is our belief that the War Production Board intended for all newspapers to conserve newsprint, yet from the figures we have presented you will notice that the New Orleans Item is actually printing more papers with more pages weekdays in 1944 than they did in 1941.

I would like to add this, sir, if I may, that during 1943 the War Production Board granted us additional tonnage of 731 tons in the first quarter; 600 tons in the second quarter; and 562 tons in the third quarter.

Dr. Holcombe: Of 1943?

Mr. Tims: Yes, sir. That was for all of our papers—morning, evening, and Sunday. I might say now that we may be one of the few papers in the country that had to separate our tonnage, morning and Sunday together, and weekdays, because when we bought the New Orleans States in 1933 we elected to keep it as a separate news- [fol. 2164] paper and we filed with the Audit Bureau of

Circulations a separate statement showing the circulation of the New Orleans States only on that, and therefore we cannot take any of the tonnage that is allotted to us in the Sunday by using it in our afternoon paper.

However, a great many people—and, as a matter of fact, of our approximately 50,000 city subscribers on our afternoon paper in New Orleans, about 50 percent subscribe to our evening paper and our Sunday paper, although we are not permitted to take any of that Sunday tonnage and allocate it to help us in the six-day evening field, whereas the Item has been permitted to take tonnage for seven months on Sunday of 1941 and add it to the 1944 daily base, and I think that is the only situation in the United States where that condition exists.

Since 1941 there have been four Sunday papers to my knowledge and according to Media Records that have suspended: The Minneapolis Tribune; the Tulsa World, and the Peoria Star. In all those cases a holding company has been formed where those properties have been put together, so from a competitive standpoint no one has been affected. In Tulsa the Tulsa World published evening and Sunday; the Tulsa Tribune published morning and Sunday. They formed this holding company, and the two Sunday papers merged, so therefore if the Printing and Publishing Division permits the Tulsa World to take that tonnage and use it in the evening field in 1944 over 1941, it is not hurting the morning competitor there because it is all in one pot.

I was going back to tell you about this tonnage that was [fol. 2165] granted us. Of the 1,893 tons—additional tons—that were granted us, we did not use 810 tons of that. We realized the seriousness of the newsprint situation and we wanted to abide by what the foremost men in the industry were telling us was ahead of us, so we set forth to put through all the economies we could. We could very easily have used this 810 tons more, and had we done it we would have been in the position to get increased circulation based on some of the formulas that the Printing and Publishing Division have adopted. For instance, they take a formula of the net paid circulation for the second quarter of '42 over the average of '42, but they won't take the net paid circulation for the third quarter of '43 over the average of '42, and recently they come along and tell you

the increased circulation for the first six months of 1944 over the average of '42 in excess of 7½ percent, and your population in excess of 7½ percent, whichever is the lesser of the two.

Well, we have had an increase of over 16 percent in circulation, but we could never justify the population increase down there. The Navy gave us a letter showing that there were 23,500 men as of last January 1, but the records were incorrect and they had no records for December 31, 1942, but it had materially increased. So we just dropped the thought of trying to get any newsprint on that formula.

When I came to Washington last February I phoned Mr. Hanson for an appointment, which he granted me at [fol. 2166] 3:00. When I arrived he was unexpectedly called to a meeting of the Appeals Board, and I was turned over to Mr. Woodward. I never wanted to make a direct charge of what the circulation manager of the Miami newspaper told me, that the Item was being permitted to use in their 1944 weekday tonnage the Sunday 1941 base. I told them I didn't think it was so, but I was going to Washington and I would check.

I related that to Mr. Woodward, and he said, "Just a minute." He reached for a file, and he brought out his file—I didn't see it—and looked over the figures. He said, "No, that is not so. Their consumption in 1944 was confined to their 1941 weekday tonnage."

I make that statement to you for the reason that you gentlemen may think it is a late date for us to come up now and bring this matter to your attention. We had been suspicious of it, and when these number of pages continued to increase, and I pointed it out to Mr. Hanson in September when I was here, he told me they had a perfect right to do it, and I reminded him of my visit to Mr. Woodward. He said, "I think you have something on your side, and you ought to appeal on excessive hardship," which I think is in one of these paragraphs—I forget which one.

In the meantime I wrote on September 18 from New York—I wanted to expedite it as fast as possible—and, by the time I got back home to New Orleans why the publishers' statement on the New Orleans newspapers had [fol. 2167] been released by the Audit Bureau of Circula-

tion, and I discovered that we not only had lost our Media lead, but a rather substantial one of 4,000 to the Item. It was then that we wrote this further appeal to you gentlemen under date of November 18.

We have not asked for any additional tonnage on our morning paper or on our Sunday paper, although our Sunday paper has to maintain the service to the field to the subscribers that the Item Tribune, their Sunday paper, formerly serviced in the first seven months of 1941.

It was not our desire to come here to ask for additional tonnage. We believed that by economies and by declining advertising, which we have done in a large measure, we would be able to get and stay within our quota. The spirit of the thing was to try to do with less, and that we have tried to do. I may point out one thing, that the New Orleans Item for the first eight months of this year has shown the largest display advertising increase of any newspaper in the United States, and it is due to that advantage that they have.

I want to try to give you the benefit of all the information that I may have.

Here is an editorial out of our afternoon paper of May 9, 1942, "Congratulation Neighbors. Congratulations to New Orleans States on having the largest afternoon circulation in Louisiana." Well, as Dr. Holcombe has said, that was in a period of free economy and had not we been [fol. 2168] restricted by a 14 percent reduction in newsprint in 1944 over 1941, and we could have gone on like we did in 1942, we would have continued with that same ratio leadership in circulation and number of pages in 1944 as we did in 1942. By the Item being allowed to use 1,080 tons, and I use that figure approximately—I have the breakdown of their rotogravure, of This Week magazine, and the black and white pages which we weighed and multiplied, and that is our approximate figure—they are getting 30 percent of what our total base tonnage for 1944 is on the New Orleans States. We believe that we should be given a like amount of tonnage in 1945; if not, that this tonnage should be withdrawn from the Item to live within the spirit of the order.

I quote from the order: "Computation of consumption quota. (1) Base tonnage. Ascertain separately the con-

sumption of print paper comprising the net paid circulation of morning, evening, Sunday, or other issues of the newspaper in the corresponding quarter of 1941. Add 3 percent to each figure. This 3 percent is an arbitrary allowance to compensate for production waste and should be added whether the actual production waste in 1941 was greater or less than 3 percent. These are base tonnages for morning, evening, Sunday or other issues of the newspaper which shall be adjusted in accordance with adjustments 2, 3, and 4.

"Circulation increase. Ascertain the percentage increase or decrease in net paid circulation of morning, evening, Sunday, or other issues of the newspapers in the [fol. 2169] calendar year 1942 as compared with the calendar year 1941. The average net paid circulation for each year shall be determined by adding together the average net paid circulation for each of the four quarters of the year and dividing by four.

"(3) Tonnage equivalent of circulation increase. Apply separately the respective percentages of circulation increase or decrease determined on Instruction No. 2 to the respective base tonnage determined under Instruction No. 1 for morning, evening, Sunday or other issues.

"(4) Adjustment of base tonnages. Adjust the respective base tonnage determined on Instruction No. 1 by adding or subtracting the number of tons represented by the percentage circulation gain or loss determined under Instruction No. 3."

Therefore, in 1942 there was no Sunday Item Tribune to determine if there was an increase or a decrease to add to that base tonnage, so the only thing that I can assume is that they were permitted by the Printing and Publishing Division to take their morning newspaper which was published for 11 or 18 days—I have the exact date here—their Sunday paper, which was printed for seven months, and throw all that tonnage into their daily base for 1944. That has resulted in excessive hardship on our afternoon paper, from the standpoint of prestige; from the standpoint of rendering a comparative service to the public.

[fol. 2170] That is about all that I can say, Dr. Holcombe, unless you gentlemen would like to ask me any questions, and I will do my best to answer.

Dr. Holcombe: They had three editions in 1941—morn-evening, and Sunday?

Mr. Tims: Yes, sir.

Dr. Holcombe: When did they discontinue the morning?

Mr. Tims: The morning Tribune was discontinued on January 13, 1941. The Sunday Item Tribune was discontinued on July 27, 1941.

Dr. Holcombe: Are there questions by members of the Board?

Mr. Marginot: Today they are publishing only an evening paper—the evening Item?

Mr. Tims: Yes, sir, they have been publishing since July 28, 1941, a six-day evening paper.

Mr. Lillibridge: Is your paper a seven-day paper or a six-day?

Mr. Tims: We have 13 issues a week. The Times Picayune Publishing Company is owner of the Times Picayune published morning; the Times Picayune New Orleans States published Sunday, and the New Orleans States, printed weekday afternoon. As I said before, we are not permitted to take any of our morning tonnage or any Sunday tonnage and allocate it to our six-day afternoon field.

Mr. Lillibridge: Which is where the great demand is?

[fol. 2171] Mr. Tims: No, sir, the South is a morning newspaper field. I might add this for the benefit of the Board. On June 12, 1943, we cut the circulation of our Sunday and morning newspaper by 15 percent. We are not filling the demand of Sunday newspapers in our trading area now, but we have printed boxes asking the public to pass the paper around and not to buy more than one copy of the Sunday papers, because we come out with our first edition on Saturday night at 6:00, and we watch our returns. Practically every Sunday we are sold out of our Sunday newspapers, but we have not come up to the Appeals Board to ask for additional newsprint such as has been allowed in Philadelphia and I believe in some other cities due to one paper going out of the field, as the evening Ledger did down there, because we wanted to try to live up to the spirit of this order, and that is to do with less. Under the scale we are reduced on our morning and Sunday paper 22.115 percent over our base tonnage of 1941. On our afternoon paper under the sliding scale reductions we

reduced 14 percent, where as you can judge from these figures, the Item that has a service only to render in the six-day afternon field, has had no reduction of tonnage whatsoever.

Dr. Holcombe: Have they received any grants of additional newsprint?

Mr. Tims: Not to my knowledge. We have on the States. We have received under that formula of the increase in net [fol. 2172] paid circulation in the second quarter of 1943 over the average of '42, six tons in the second quarter, seven in the third quarter, and six in the fourth quarter.

Dr. Holcombe: That is all that you have received this year?

Mr. Tims: Yes, sir. As I said before, we were granted additional tonnage in 1943, but they made no allocation as to how it had to be divided, but we saved 810 tons that you might say we returned to somebody by conservation measures. We have not been permitted to promote circulation. Our competitor has.

Mr. Lillibridge: Didn't you carry over that 810 tons?

Mr. Tims: No, sir, we weren't permitted in those first three quarters.

Dr. Holcombe: Are there further questions?

Is there anything further on your part?

Mr. Tims: I hardly think so, except I might submit this to you, sir. You know there is a pride in leadership, although there is a penalty for it, sir. Here is a copy of our front page of our afternoon paper in which we had since 1942 carried the slogan "Largest afternoon circulation in New Orleans," and now that he come to November and these late circulation figures were released, to be truthful in advertising we had to take that line off because we are not any more.

There is only one further thing that I might add for your consideration, and that is this: On our Sunday paper—I may have a copy of it here—we may have had the moral [fol. 2173] right at least to have come up and asked for additional tonnage for our Sunday paper, as I said before, due to the fact that we were the only Sunday paper in the field where in seven months of 1941 there was another Sunday paper. We wouldn't be up here today asking for additional tonnage on the States if our property invest-

ment were not affected. I have been in the newspaper business for 35 years, since I was a boy, and it takes a long time to build, and is very easy to go down hill. If a news story breaks such as the invasion of the Philippines, there is a great demand for newspapers. People are complaining that they can buy the Item, that they can't buy the States, because we have had to breeze that press run, and that is all the papers we can print, because we aren't going to violate any Governmental order.

That is about all, Dr. Holcombe. I do appreciate the time you have given me.

Dr. Holcombe: You are welcome, sir.

The hearing is closed.

(Hearing was adjourned at 4:30 p.m.)

Government Exhibit 104

(P.1443)

NEW ORLEANS, LA.

Published by
The Times-Picayune
Publishing Co.

The Times-Picayune
Every Week-Day Morning
New Orleans States
Every Week-Day Evening
The Times-Picayune N. O. States
Every Sunday Morning

Published
See Under Title

Issued Feb. 1, 1948
In Effect May 1, 1948
Amended July 26, 1948

1—GENERAL ADVERTISING, REGULAR COMMERCIAL ADVERTISING, INCLUDING POLITICAL

a. BLACK AND WHITE

Rates per agate line—	Morn.	Eve.	Morn. & Eve.	Sun.
OPEN	.37	.23	.53	.55
5,000 lines in 1 yr	.36	.22	.51½	.54
10,000 lines in 1 yr.	.35	.21	.50	.53
20,000 lines in 1 yr.	—	—	.49½	.52
30,000 lines in 1 yr.	—	—	.49	.51
50,000 lines in 1 yr.	—	—	.48	.50

b. Combination rates are optional. Volume bracket will be determined by amount of linage placed in each unit or combination of units at the rate quoted. Not more than 10,000 lines of morning or evening individual space can be applied towards earning a lower rate. In order to earn the 20,000-line rate, at least 10,000 lines must be run combination or Sunday; to earn the 30,000-line rate, at least 20,000 lines must run combination or Sunday, and to earn the 50,000-line rate, at least 40,000 lines must run combination or Sunday. No rebates will be paid unless contract is placed at time of initial insertion.

c. Advertisements run at the combination rates may first appear in any paper but succeeding insertions must follow within three days. Same size advertisement and same copy.

d. The Publisher reserves the right to increase advertising rates on 60 days' written notice, with the understanding that if the new rates are unsatisfactory to the advertiser, he may cancel contract without short-rate. All orders for General Advertising must include five-day option.

e. COLOR. Full pages, 2400 lines—

1 color and black	20% additional
2 colors and black	25% additional
3 colors and black	30% additional

Less than full page, 1000 lines minimum—

1 color and black	25% additional
2 colors and black	30% additional
3 colors and black	35% additional

f. General contract advertisers may apply magazine and/or comic section linage to the fulfillment of their R. O. P. contracts. However, rates for R. O. P. advertising will be governed solely by R. O. P. contracts and not by magazine and/or comic section contracts.

g. DAILY COMIC STRIP ADVERTISING

35 or 70 lines deep across 4 columns acceptable for daily comic page at regular black and white rate. Minimum schedule 13 times; in 13 weeks. Alcoholic beverages, proprietary remedies and tobacco advertising not accepted.

h. SPECIAL POSITIONS (Publisher's option)

Next to or following reading	10% additional
Special pages	20% additional
Full position	20% additional
Page 2 or 3 (when available)	50% additional

No preferred position sold for medical advertisements.
Minimum for position advertisements, 42 lines.

2—READING NOTICES

a. Readers, R. O. P., but not first, last or editorial pages.

	Morning	Evening	Sunday
Flat rate, per count line	$1.00	50c	$1.25

b. Minimum 2 lines each insertion.
The full word "Advertisement" must follow all reading notices and must be included in count of lines and charge. Five ordinary words to the line.

3—MECHANICAL REQUIREMENTS

a. Width of column 2". Each additional column 2 1/16".
b. Depth of column 300 agate lines.
c. Eight columns to a page.
d. Double truck, 17 columns, 34 1-4 inches wide. 21 7-16 inches in depth.
e. Full page type space 16 1-2 inches by 21 7-16 inches.
f. Black and white advertising intended for all editions of Sunday issue must be received by 6 p. m. Thursday.
All copy measuring over 280 lines in depth will be set and charged 300 lines. Advertising orders must indicate width in columns and exact depth in lines.
All advertising measured and billed from cut-off rule to cut-off rule.

g. Half-tone screen required, 65 lines.

h. Can use mats and unmounted 11-point electrotypes. A minimum charge will be made for artwork and cuts supplied to advertisers.
The right is reserved to reject or lighten borders, type or cuts.
Composition: A charge of 25c per inch will be made for advertisements set up and not inserted. Advertisers are allowed one setting and one revision. All revisions after the first will be charged for at cost of labor.

i. Minimum depth R. O. P. 1 col. 1", 2 col. 2", 3 col. 3½", 4 col. 5", 5 col. 7", 6 col. 9", 7 col. 10", 8 col. 11".

4—CLASSIFICATIONS

a. CLASSIFIED ADVERTISING:
Morning & Evening....53c; Sunday....55c
Minimum space 2 lines. Count 5 average words to line.
NOTICES—Minimum space 10 lines.

b. All Special Notices, Proposals, Bids, 53c per line Morning and Evening, 55c per line Sunday.

c. AMUSEMENTS, flat net per agate line:
Morning & Evening....75c; Sunday....75c

d. FINANCIAL, BANKS, INVESTMENT HOUSES

Rates per agate line—	Morn. & Eve.	Sunday
Open	53c	55c
5,000 lines in 1 year	51½c	54c
10,000 lines in 1 year	50c	53c
20,000 lines in 1 year	49½c	52c
30,000 lines in 1 year	49c	51c
50,000 lines in 1 year	48c	50c

e. HELP WANTED, DISPLAY
Morning & Evening ...53c; Sunday ...55c

5—COMIC SECTION, Sunday

a. Color only—(one to three primary colors and black)

	Full Page	2/3 Page	Half Page	Third Page
Open	$1,210.00	$925.00	$725.00	$590.00

Discounts:
6 to 25 insertions within one year 3%
26 to 38 insertions within one year 4%
39 to 51 insertions within one year 5%
52 or more insertions within one year 7%
All insertions billed at open rate until discount is earned.

Strips, black and white only, 14 lines by 7 cols. $80.00

b. All copy must be across 7 columns of 272, 182, 136, 90 or 14 lines deep. No other sizes accepted.

c. All copy for comic section must be complete, ready for release two weeks in advance of publication.

When orders are placed through Metropolitan Group please refer to that listing.

(P.1444)

6—SUNDAY MAGAZINE SECTION
(Rotogravure)

MONOTONE	Per Line	Discounts (in One Year)	
50 to 150 lines	78c		
200 to 3.5 lines	77c	7 times	3%
400 to 450 lines	76c	13 times	5%
500 lines	75c	26 times	7%
600 lines	74c	52 times	10%
1000 lines	73c		

FULL COLOR—from fully retouched positives furnished by advertiser.

	Open	7 ts	13 ts	26 ts	52 ts
Full Page	$930	$908	$892	$879	$857
3/5 Page	644	631	622	613	600
1/2 Page	575	564	556	549	537
2/5 Page	504	495	489	483	474

SPOT OR DUOTONE

Full Page	$790	$768	$752	$739	$717
3/5 Page	504	491	482	473	460
1/2 Page	435	424	416	409	397
2/5 Page	364	355	349	343	334

Where one advertiser runs schedule of varying sizes, total number of insertions determines price bracket for each size. Ads that do not fit specified unit sizes charged at rate per line applicable to next smallest unit

No rebates will be paid unless contract is placed at time of initial insertion. If publisher is required to produce fully retouched color positives, cost must be paid by advertiser ($120.00 per set). However, the same positive may be used in the Louisville Courier-Journal, Atlanta Journal, Columbus (Ohio) Dispatch, Nashville Tennessean, Houston Chronicle, San Antonio Express and Indianapolis Star at no extra cost.

COPY SIZES:

50 lines on 1 or 2 columns
75 lines on 1, 2 or 3 columns
100 lines on 1, 2, 3 or 5 columns
125 lines on 1, 2 or 3 columns
150 lines on 1, 2 or 3 columns
200 lines on 1, 2, 3 or 5 columns

MECHANICAL REQUIREMENTS:
Page size 5 columns (12 ems) x 200 lines (14¼") deep —1000 lines to the page. Minimum size: Monotone, 50 lines by single column. Color, 2/5 page.

CLOSING DATES:
Final cancellation date or change in copy size (color or monotone) eight weeks in advance. Copy and material must be in Louisville (Standard Gravure Corp.) four weeks in advance.

POSITION—Not sold.

7—COMMISSION AND CASH DISCOUNT
a. Agency commission 15 per cent.
b. Cash discount 2 per cent on the net to advertising agencies only.
c. Payment and cash discount date, 15th of month following service. Discount not contingent upon checking copies: All checking proofs furnished by Advertising Checking Bureau, Inc., 79 Madison Avenue, New York; 548 South Clark Street, Chicago; 16 First Street, San Francisco.

8—BUY-LINES
The Times-Picayune carries the syndicated column of Nancy Sasser daily and Sunday in conjunction with other metropolitan papers. (See Standard Rate and Data Service.)

JESSIE'S NOTEBOOK
The Times-Picayune and New Orleans States carry the syndicated column of Jessie DeBoth daily, in conjunction with other metropolitan papers. (See Standard Rate and Data Service.)

9—CIRCULATION
a. Member of Audit Bureau of Circulations.
b. Metropolitan newspaper, daily morning, evening and Sunday morning.
c. Subscription price by carrier in New Orleans yearly. Morning and Sunday—$18.20. Morning only—$13.00. Evening only—$13.00. Evening and Sunday—$18.20. Per copy morning 5c. Evening 5c. Sunday—15c.

10—MISCELLANEOUS
a. Established—The Times-Picayune, 1837—New Orleans States, 1880.
b. Associated Press Service Morning, Evening and Sunday. Exclusive Associated Press Service Morning and Sunday. Exclusive International News Service Morning, Evening and Sunday. Exclusive Associated Press WIREPHOTO Service Morning, Evening and Sunday. Chicago Tribune and New York News direct leased wire Morning, Evening and Sunday.
c. No advertisement will be cancelled after having appeared in any edition of the issue for which it was ordered.
d. During the contract year or at the expiration of contract, if the advertiser has used space sufficient to earn a lower rate than that contracted for, The Times-Picayune Publishing Company will reimburse the advertiser the difference between the amount paid and the rate earned. If amount of lines contracted for is not used within the contract year, the advertiser agrees to pay The Times-Picayune Publishing Company the difference between the rate paid and the rate earned as printed in this general rate card. Contracts for one year must read, "One year from date of contract." If actual service is not begun on a contract within 30 days from its date it will be cancelled and a new contract required at existing rates.
e. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which The Times-Picayune Publishing Company may be responsible, in any advertisement beyond the cost of the space actually occupied by the error.
f. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement.
g. The receipt of orders shall be construed by publisher as acceptance of all conditions of this rate card.

9—CIRCULATION
a. Member of Audit Bureau of Circulations.
b. Metropolitan newspaper, daily morning, evening and Sunday morning.
c. Subscription price by carrier in New Orleans yearly. Morning and Sunday—$18.20. Morning only—$13.00. Evening only—$13.00. Evening and Sunday—$18.20. Per copy morning 5c. Evening 5c. Sunday—15c.

10—MISCELLANEOUS
a. Established—The Times-Picayune, 1837—New Orleans States, 1880.
b. Associated Press Service Morning, Evening and Sunday. Exclusive Associated Press Service Morning and Sunday. Exclusive International News Service Morning, Evening and Sunday. Exclusive Associated Press WIREPHOTO Service Morning, Evening and Sunday. Chicago Tribune and New York News direct leased wire Morning, Evening and Sunday.
c. No advertisement will be cancelled after having appeared in any edition of the issue for which it was ordered.
d. During the contract year or at the expiration of contract, if the advertiser has used space sufficient to earn a lower rate than that contracted for, The Times-Picayune Publishing Company will reimburse the advertiser the difference between the amount paid and the rate earned. If amount of lines contracted for is not used within the contract year, the advertiser agrees to pay The Times-Picayune Publishing Company the difference between the rate paid and the rate earned as printed in this general rate card. Contracts for one year must read, "One year from date of contract." If actual service is not begun on a contract within 30 days from its date it will be cancelled and a new contract required at existing rates.
e. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which The Times-Picayune Publishing Company may be responsible, in any advertisement beyond the cost of the space actually occupied by the error.
f. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement.
g. The receipt of orders shall be construed by publisher as acceptance of all conditions of this rate card.

THE TIMES-PICAYUNE PUBLISHING COMPANY,
L. K. Nicholson, President.
Y. P. Nicholson, Vice-President.
C. H. Hyams III, Vice-President.
John F. Tims, Jr., Vice-President and Business Mgr.
Geo. W. Healy, Vice-Pres. and Mg. Editor, The Times-Picayune.
Robert E. Gough, Assistant Business Manager.
A. F. Murray, Advertising Director.
Roland Ladreyt, Mgr. General Advertising.
Wm. H. Fitzpatrick, Editor, New Orleans States.
Frank C. Allen, Mg. Editor, New Orleans States.
N. R. Swayze, Adv. Mgr. New Orleans States.

GENERAL REPRESENTATIVES:

Jann and Kelley, Inc., New York, 366 Madison Ave.; Chicago, 360 N. Michigan Blvd.; Detroit, General Motors Bldg.; Atlanta, Palmer Bldg.; San Francisco, 111 Sutter St.; 2404 W. Seventh St., Los Angeles 5, Cal.

All rates quoted by the above representatives must conform in every particular with the rates on this card.

(Prepared in conformity with "Standard Rate Card" of American Association of Advertising Agencies.)

Government Exhibit 105

(P. 1445)

NEW ORLEANS, LA.

Published by
The Times-Picayune
Publishing Co.

The Times-Picayune
Every Week-Day Morning
New Orleans States
Every Week-Day Evening
The Times-Picayune N. O. States
Every Sunday Morning

Published
See Under Title

Issued Dec. 15, 1948
(Revised June 1, 1949)
In Effect July 1, 1949

1—GENERAL ADVERTISING, REGULAR COMMERCIAL ADVERTISING, INCLUDING POLITICAL

a. BLACK AND WHITE

Rate per agate line	Morn.	Eve.	Morn. & Eve.	Sun.
a. BLACK AND WHITE				
OPEN	.40	.24	.56	.60
5,000 lines in 1 yr.	.39	.23	.54½	.59
10,000 lines in 1 yr.	.38	.22	.53	.58
20,000 lines in 1 yr.	—	—	.52½	.57
30,000 lines in 1 yr.	—	—	.52	.56
50,000 lines in 1 yr.	—	—	.51	.55

b. Combination rates are optional. Volume bracket will be determined by amount of linage placed in each unit or combination of units at the rate quoted. Not more than 10,000 lines of morning or evening individual space can be applied towards a lower rate. In order to earn the 20,000-line rate, at 10,000 lines must be run combination or Sunday; to earn the 30,000-line rate, at least 20,000 lines must run combination or Sunday, and to earn the 50,000-line rate, at least 40,000 lines must run combination or Sunday. No rebates will be paid unless contract is placed at time of initial insertion.

c. Advertisements run at the combination rates may first appear in any paper but succeeding insertions must follow within three days. Same size advertisement and same copy.

d. The Publisher reserves the right to increase advertising rates on 60 days' written notice, with the understanding that if the new rates are unsatisfactory to the advertiser, he may cancel contract without short-rate. All orders for General Advertising must include five-day option.

e. COLOR. Full pages, 2400 lines—
1 color and black ..... 20% additional
2 colors and black ..... 25% additional
3 colors and black ..... 30% additional

Less than full page, 1000 lines minimum—
1 color and black ..... 25% additional
2 colors and black ..... 30% additional
3 colors and black ..... 35% additional

f. General contract advertisers may apply magazine and/or comic section linage to the fulfillment of their R. O. P. contracts. However, rates for R. O. P. advertising will be governed solely by R. O. P. contracts and not by magazine and/or comic section contracts.

g. DAILY COMIC STRIP ADVERTISING
35 or 70 lines deep across 4 columns acceptable for daily comic page at regular black and white rate. Minimum schedule 13 times in 13 weeks. Alcoholic beverages, proprietary remedies and tobacco advertising not accepted.

h. SPECIAL POSITIONS (Publisher's option)
Next to or following reading ..... 10% additional
Special pages ..... 20% additional
Full position ..... 30% additional
Page 2 or 3 (when available) ..... 50% additional
No preferred position sold for medical advertisements.
Minimum for position advertisements, 42 lines.

2—READING NOTICES

a. Readers, R. O. P., but not first, last or editorial pages.

Flat rate, per count line	Morning	Evening	Sunday
	$1.00	50c	$1.25

b. Minimum 3 lines each insertion.
The full word "Advertisement" must follow all reading notices and must be included in count of lines and charge. Five ordinary words to the line.

3—MECHANICAL REQUIREMENTS

a. Width of column 2". Each additional column 2 1/16"
b. Depth of column 300 agate lines.
c. Eight columns to a page.
d. Double truck, 17 columns, 34¼ inches wide. 21 7/16 inches in depth.
e. Full page type space 16¾ inches by 21 7/16 inches.
f. Black and white advertising intended for all editions of Sunday issue must be received by 6 p. m. Thursday. All copy measuring over 280 lines in depth will be set and charged 300 lines. Advertising orders must indicate width in columns and exact depth in lines. All advertising measured and billed from cut-off rule to cut-off rule.

g. Half-tone screen required, 65 lines.
h. Can use mats and unmounted 11-point electrotypes. A minimum charge will be made for artwork and cuts supplied to advertisers.
The right is reserved to reject or lighten borders, type or cuts.
Composition: A charge of 25c per inch will be made for advertisements set up and not inserted. Advertisers are allowed one setting and one revision. All revisions after the first will be charged for at cost of labor.
i. Minimum depth R. O. P. 1 col. 1", 2 col. 2", 3 col. 3½", 4 col. 5", 5 col. 7", 6 col. 9", 7 col. 10", 8 col. 11"

lines must run combination or Sunday. No rebates will be paid unless contract is placed at time of initial insertion.
c. Advertisements run at the combination rates may first appear in any paper but succeeding insertions must follow within three days. Same size advertisement and same copy.
d. The Publisher reserves the right to increase advertising rates on 60 days' written notice, with the understanding that if the new rates are unsatisfactory to the advertiser, he may cancel contract without short-rate. All orders for General Advertising must include five-day option.

tobacco advertising not accepted.
h. SPECIAL POSITIONS (Publisher's option)
Next to or following reading ..... 10% additional
Special pages ..... 20% additional
Full position ..... 30% additional
Page 2 or 3 (when available) ..... 50% additional
No preferred position sold for medical advertisements.
Minimum for position advertisements, 42 lines.

2—READING NOTICES
a. Readers, R. O. P., but not first, last or editorial pages.
Flat rate, per count line: Morning $1.00, Evening 50c, Sunday $1.25
b. Minimum 3 lines each insertion.
The full word "Advertisement" must follow all reading notices and must be included in count of lines and charge. Five ordinary words to the line.

3—MECHANICAL REQUIREMENTS
a. Width of column 2". Each additional column 2 1/16"
b. Depth of column 300 agate lines.
c. Eight columns to a page.
d. Double truck, 17 columns, 34¼ inches wide. 21 7/16 inches in depth.
e. Full page type space 16¾ inches by 21 7/16 inches.
f. Black and white advertising intended for all editions of Sunday issue must be received by 6 p. m. Thursday. All copy measuring over 280 lines in depth will be set and charged 300 lines. Advertising orders must indicate width in columns and exact depth in lines. All advertising measured and billed from cut-off rule to cut-off rule.
g. Half-tone screen required, 65 lines.
h. Can use mats and unmounted 11-point electrotypes. A minimum charge will be made for artwork and cuts supplied to advertisers.
The right is reserved to reject or lighten borders, type or cuts.
Composition: A charge of 25c per inch will be made for advertisements set up and not inserted. Advertisers are allowed one setting and one revision. All revisions after the first will be charged for at cost of labor.
i. Minimum depth R. O. P. 1 col. 1", 2 col. 2", 3 col. 3½", 4 col. 5", 5 col. 7", 6 col. 9", 7 col. 10", 8 col. 11"

4—CLASSIFICATIONS

a. CLASSIFIED ADVERTISING:
Morning & Evening .. 56c; Sunday 60c
Minimum space 2 lines. Count 5 average words to line.
NOTICES—Minimum space 10 lines.

b. All Special Notices, Proposals, Bids, 56c per line Morning and Evening; 60c per line Sunday.

c. AMUSEMENTS, flat net per agate line:
Morning & Evening ... 80c; Sunday 80c

d. FINANCIAL, BANKS, INVESTMENT HOUSES

Rates per agate line—	Morn. & Eve.	Sunday
Open	56c	60c
5,000 lines in 1 year	54½c	59c
10,000 lines in 1 year	53c	58c
20,000 lines in 1 year	52½c	57c
30,000 lines in 1 year	52c	56c
50,000 lines in 1 year	51c	55c

e. HELP WANTED, DISPLAY
Morning & Evening ..... 56c. Sunday 60c

5—COMIC SECTION, Sunday

a. Color only—(one to three primary colors and black)

	Full Page	2/3 Page	Half Page	Third Page
Open	$1,238.00	$885.00	$693.00	$565.00

Discounts:
6 to 8 insertions within one year 3%
8 to 12 insertions within one year 4%
9 to 13 insertions within one year 5%
2 or more insertions within one year 7%
All insertions billed at open rate until discount is earned.

Strips, black and white only, 14 lines by 7 cols. $80.00

b. All copy must be across 7 columns of 98, 182, 136, 90 or 14 lines deep. No other sizes accepted.

c. All copy for comic section must be complete, ready for release two weeks in advance of publication.

Representatives: JANN & KELLEY, Inc.

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(P. 1446)

6—SUNDAY MAGAZINE SECTION
(Rotogravure)

SIZE	Per Line	Discounts (In One Year)	
100 to 150 lines	7½c	7 times	3%
200 to 375 lines	7½c	13 times	5%
400 to 475 lines	7½c	26 times	7½
500 lines	7½c	52 times	10%
600 lines	7½c		
1000 lines	7½c		

FULL COLOR—from fully retouched positives furnished by advertiser.

	Open	7 ts	13 ts	26 ts	52 ts
Full Page	$930	$908	$892	$879	$857
3/5 Page	644	631	622	613	600
1/2 Page	575	564	556	549	537
2/5 Page	504	495	489	483	474

SPOT OR DUOTONE

Full Page	$790	$768	$752	$739	$717
3/5 Page	504	491	482	473	460
1/2 Page	435	424	416	409	397
2/5 Page	364	355	349	343	334

Where one advertiser runs schedule of varying sizes, total number of insertions determines price bracket for each size. Ads that do not fit specified unit sizes charged at rate per line applicable to next smallest unit.

No rebates will be paid, unless contract is placed at time of initial insertion. If publisher is required to provide fully retouched color positives, cost must be paid by advertiser ($120.00 per set). However, the same positive may be used in rotogravure magazine members of the locally edited group at no extra cost.

COPY SIZES:

50 lines on 1 or 2 columns.
75 lines on 1, 2 or 3 columns.
100 lines on 1, 2, 3 or 5 columns.
125 lines on 1, 2 or 3 columns.
150 lines on 1, 2 or 3 columns.
200 lines on 1, 2, 3 or 5 columns.

MECHANICAL REQUIREMENTS:
Page size 5 columns (12 ems) x 200 lines (14⅛") deep—1000 lines to the page. Minimum size: Monotone, 50 lines by single column—Color, 2/5 page.

CLOSING DATES:
Final cancellation, date or change in copy size (color or monotone) six weeks in advance. Copy and material must be in Louisville (Standard Gravure Corp.) four weeks in advance.

POSITION—Not sold.

7—COMMISSION AND CASH DISCOUNT
a. Agency commission 15 per cent.
b. Cash discount 2 per cent on the net to advertising agencies only.
c. Payment and cash discount date, 15th of month following service. Discount not contingent upon checking copies: All checking proofs furnished by Advertising Checking Bureau, Inc., 79 Madison Avenue, New York; 538 South Clark Street, Chicago; 16 First Street, San Francisco.

8—BUY-LINES
Published morning and Sunday.

JESSIE'S NOTE BOOK
Published morning and evening.

OUTDOOR TIPS
Published Sunday.
(See Standard Rate and Data Service for complete details covering these syndicated columns.)

9—CIRCULATION
a. Member of Audit Bureau of Circulations.
b. Metropolitan newspaper daily morning, evening and Sunday morning.
c. Subscription price by carrier in New Orleans yearly, Morning and Sunday—$18.20. Morning only—$13.00. Evening only—$13.00. Evening and Sunday—$18.20. Per copy morning 5c. Evening 5c. Sunday—15c.

10—MISCELLANEOUS
a. Established—The Times-Picayune, 1837—New Orleans States, 1880.
b. Associated Press Service Morning, Evening and Sunday. Exclusive Associated Press Service Morning and Sunday. Exclusive International News Service Morning, Evening & Sunday. Exclusive Associated Press WIREPHOTO service Morning, Evening and Sunday. Chicago Tribune and New York News direct leased wire, Morning, Evening and Sunday.
c. No advertisement will be cancelled after having appeared in any edition of the issue for which it was ordered.
d. During the contract year or at the expiration of contract, if the advertiser has used space sufficient to earn a lower rate than that contracted for, The Times-Picayune Publishing Company will reimburse the advertiser the difference between the amount paid and the rate earned. If amount of lines contracted for is not used within the contract year, the advertiser agrees to pay The Times-Picayune Publishing Company the difference between the rate paid and the rate earned as printed in this general rate card. Contracts for one year must read "One year from date of contract." If actual service is not begun on a contract within 30 days from its date it will be cancelled and a new contract required at existing rates.
e. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which The Times-Picayune Publishing Company may be responsible, in any advertisement beyond the cost of the space actually occupied by the error.
f. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability for its failure for any cause to insert an advertisement.
g. The receipt of orders shall be construed by publisher as acceptance of all conditions of this rate card.

Published morning and Sunday.

JESSIE'S NOTE BOOK
Published morning and evening.

Published Sunday.
(See Standard Rate and Data Service for complete details covering these syndicated columns.)

9—CIRCULATION
a. Member of Audit Bureau of Circulations.
b. Metropolitan newspaper daily morning, evening and Sunday morning.
c. Subscription price by carrier in New Orleans yearly, Morning and Sunday—$18.20. Morning only—$13.00. Evening only—$13.00. Evening and Sunday—$18.20. Per copy morning 5c. Evening 5c. Sunday—15c.

10—MISCELLANEOUS
a. Established—The Times-Picayune, 1837—New Orleans States, 1880.
b. Associated Press Service Morning, Evening and Sunday. Exclusive Associated Press Service Morning and Sunday. Exclusive International News Service Morning, Evening & Sunday. Exclusive Associated Press WIREPHOTO service Morning, Evening and Sunday. Chicago Tribune and New York News direct leased wire, Morning, Evening and Sunday.
c. No advertisement will be cancelled after having appeared in any edition of the issue for which it was ordered.
d. During the contract year or at the expiration of contract, if the advertiser has used space sufficient to earn a lower rate than that contracted for, The Times-Picayune Publishing Company will reimburse the advertiser the difference between the amount paid and the rate earned as printed in this general rate card. Contracts for one year must read "One year from date of contract." If actual service is not begun on a contract within 30 days from its date it will be cancelled and a new contract required at existing rates.
e. Advertiser and advertising agency agree that The Times-Picayune Publishing Company shall be under no liability whatsoever by reason of any error, for which The Times-Picayune Publishing Company may be responsible, in any advertisement beyond the cost of the space actually occupied by the error.
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g. The receipt of orders shall be construed by publisher as acceptance of all conditions of this rate card.

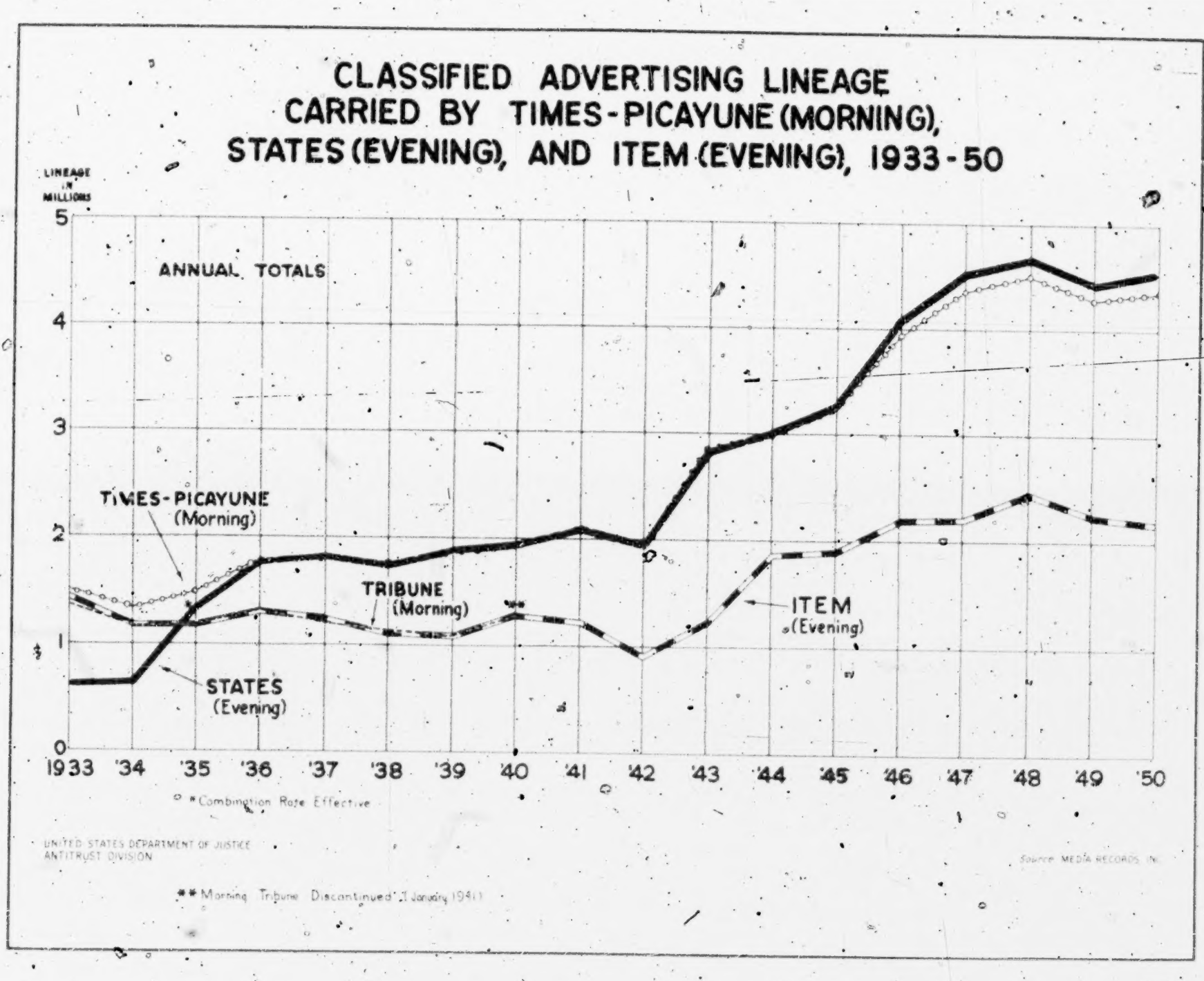
THE TIMES-PICAYUNE PUBLISHING COMPANY
[illegible]

GENERAL REPRESENTATIVES:

Jann and Kelley, Inc., New York, 366 Madison Ave.; Chicago 360 N. Michigan Blvd.; Detroit, Fisher Bldg.; Atlanta, Palmer Bldg.; San Francisco, 111 Sutter St.; 6404 W. Sunset Blvd., Los Angeles 28, Cal.

All [illegible] the above representatives must conform [illegible]

Government Exhibit 106A



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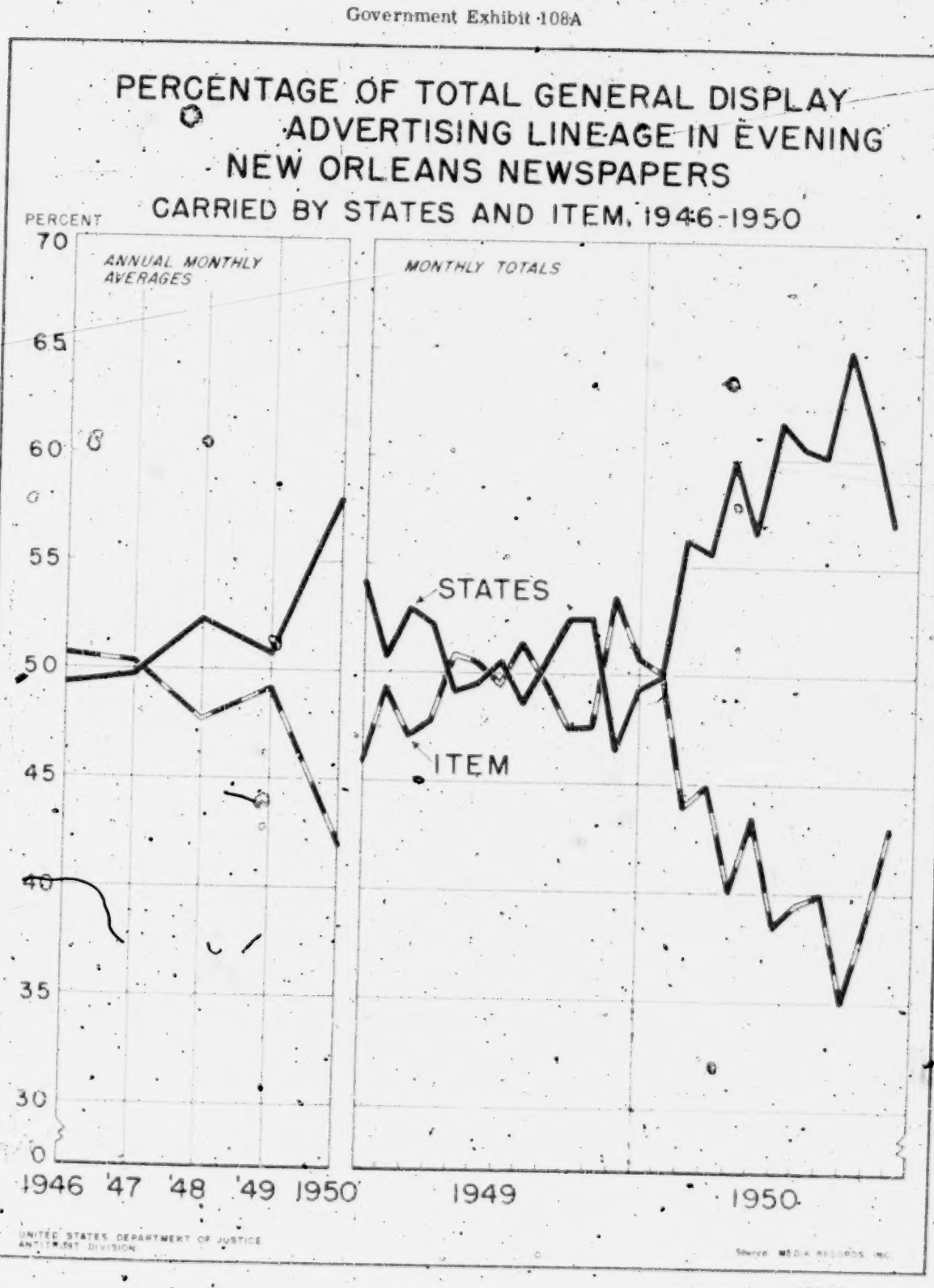
Government Exhibit 108A



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Government Exhibit 106B

Data for Chart: Classified Advertising Lineage carried by Times-Picayune (Morning), States (Evening), and Item (Evening), 1933-50

	Times-Picayune Morning	States Evening	Item Evening	Tribune Morning
1933	1,464,740	633,332	1,369,729	1,349,577
1934	1,344,479	642,347	1,185,832	1,132,763
1935	1,490,316	1,344,849	1,180,850	1,169,733
1936	1,789,838	1,786,773	1,308,983	1,298,880
1937	1,832,728	1,834,945	1,252,840	1,228,367
1938	1,761,830	1,769,477	1,113,160	1,113,115
1939	1,881,673	1,882,970	1,097,277	1,086,777
1940	1,954,536	1,956,117	1,277,140	1,248,712
1941	2,085,566	2,083,812	1,231,540	
1942	1,954,870	1,957,057	910,275	
1943	2,849,190	2,843,097	1,241,787	
1944	3,081,616	3,027,236	1,857,741	
1945	3,246,586	3,265,686	1,899,926	
1946	3,930,313	4,083,664	2,181,640	
1947	4,353,943	4,507,427	2,210,193	
1948	4,501,599	4,664,403	2,432,268	
1949	4,271,302	4,420,193	2,232,617	
1950	4,357,713	4,549,238	2,166,518	

* Morning Tribune discontinued January 1941

Source: Media Records, Inc.

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Government Exhibit 108B

Data for Chart: Percentage of total General display Advertising lineage in Evening New Orleans Newspapers

Carried by States and Item, 1946-1950

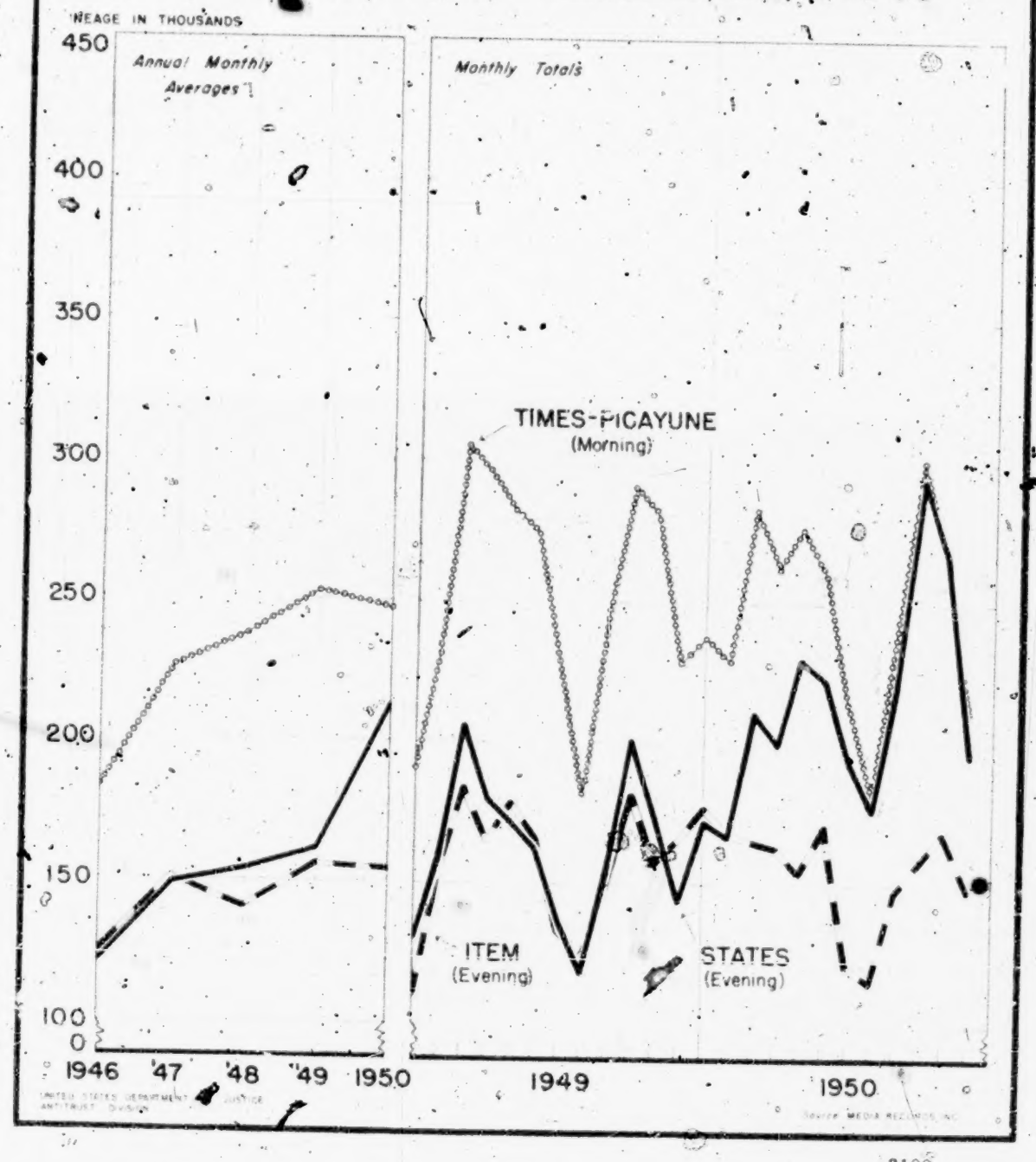
	States Evening	Percent of Total	Item Evening	Percent of Total	Total Evening	
Annual Monthly Averages						
1946	120,769	49.3	123,970	50.7	244,739	100%
1947	148,466	49.7	150,552	50.3	299,018	"
1948	153,672	52.3	140,028	47.7	293,700	"
1949	161,244	50.8	155,872	49.2	317,116	"
1950	212,566	57.9	154,495	42.1	367,061	"
Monthly Totals						
1949 - J	130,761	54.1	110,940	45.9	241,701	"
F	158,252	50.7	154,008	49.3	312,260	"
M	205,740	52.9	183,383	47.1	389,123	"
A	179,186	52.2	164,288	47.8	343,474	"
M	171,509	49.1	177,725	50.9	349,234	"
J	162,481	49.5	165,681	50.5	328,162	"
J	136,380	50.5	133,669	49.5	270,049	"
A	118,031	48.6	124,768	51.4	242,799	"
S	154,362	50.5	151,187	49.5	305,549	"
O	200,552	52.5	181,548	47.5	382,100	"
N	173,898	52.5	157,516	47.5	331,414	"
D	143,780	46.5	165,741	53.5	309,521	"
Monthly Totals						
1950 - J	171,564	49.3	176,184	50.7	347,748	"
F	166,536	49.9	167,309	50.1	333,845	"
M	210,413	56.1	164,734	43.9	375,147	"
A	199,803	55.1	162,523	44.9	362,326	"
M	229,662	59.9	154,058	40.1	383,720	"
J	222,657	56.6	170,420	43.4	393,077	"
J	194,800	61.6	121,387	38.4	316,187	"
A	176,400	60.5	115,256	39.5	291,656	"
S	221,57[illegible]	60.1	147,051	39.9	368,625	"
O	293,723	65.0	158,052	35.0	451,175	"
N	266,869	61.3	168,339	38.7	435,208	"
D	196,794	57.0	148,630	43.0	345,424	"

2183

1449

Government Exhibit 107A

GENERAL DISPLAY ADVERTISING LINEAGE CARRIED BY TIMES-PICAYUNE (MORNING), STATES (EVENING), ITEM (EVENING), 1946-50

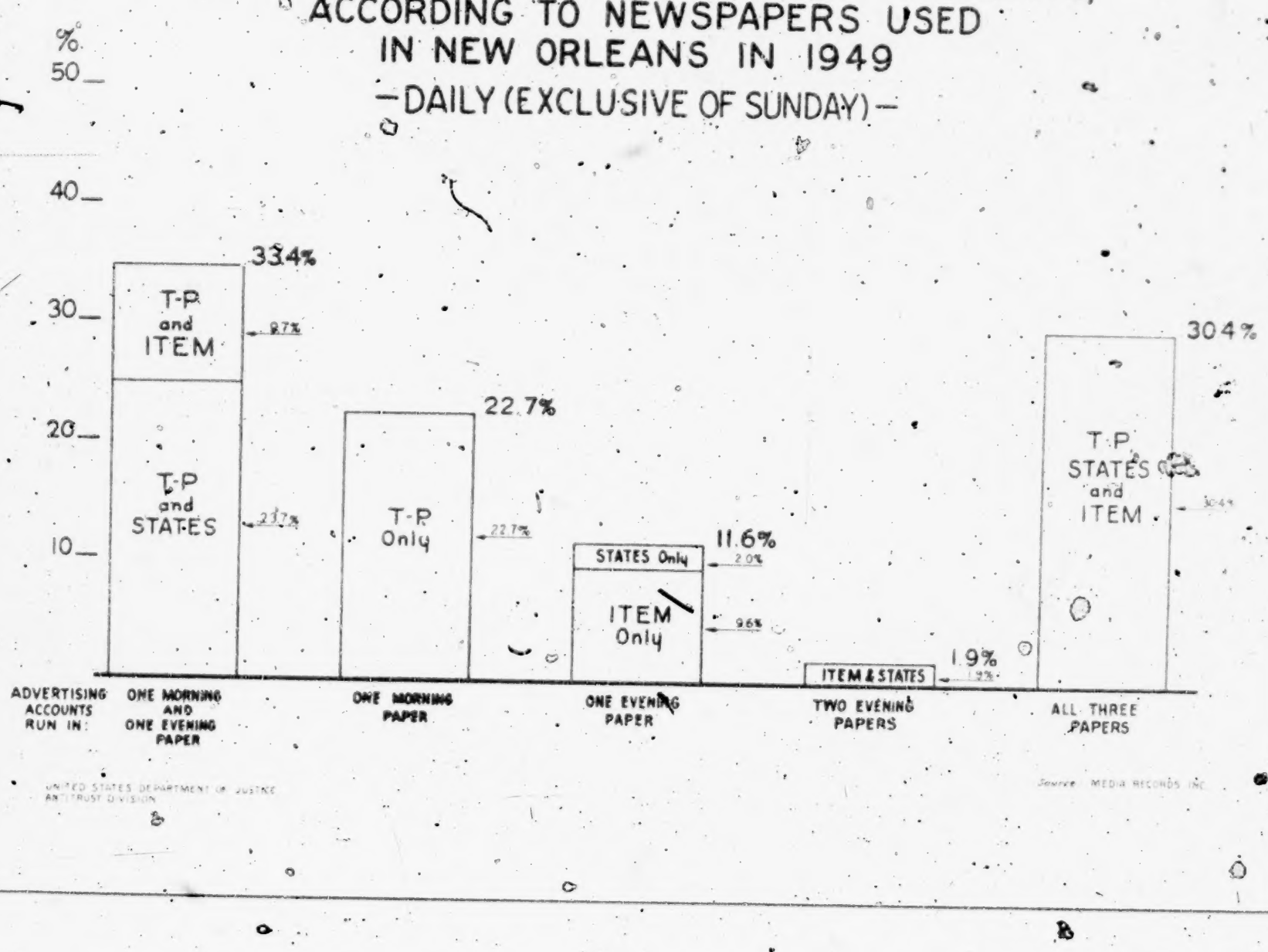


2180

(P. 1453)

DISTRIBUTION OF TOTAL NUMBER OF GENERAL DISPLAY ADVERTISING ACCOUNTS, ACCORDING TO NEWSPAPERS USED IN NEW ORLEANS IN 1949

—DAILY (EXCLUSIVE OF SUNDAY)—



2184

Government Exhibit 109A

(450)

Government Exhibit 107B

Data for Chart: General Display advertising Lineage carried by Times-Picayune (Morning), States (Evening), Item (Evening), 1946-50

	General Display		
	Times-Picayune Morning	States Evening	Item Evening
Monthly Averages			
1946	182,515	120,769	123,970
1947	225,733	148,466	150,552
1948	237,269	153,672	140,028
1949	253,183	161,244	155,872
1950	247,035	212,566	154,495
1949-Monthly Totals			
Jan.	190,708	130,761	110,940
Feb.	231,656	158,252	154,008
March	303,782	205,740	183,383
April	295,603	179,186	164,288
May	282,080	171,509	177,725
June	275,249	162,481	165,681
July	227,896	136,380	133,669
Aug.	180,019	118,031	124,768
Sept.	248,078	154,362	151,187
Oct.	291,072	200,552	181,548
Nov.	281,356	173,898	157,516
Dec.	228,701	143,780	165,741
1950-Monthly Totals			
Jan.	237,517	171,564	176,184
Feb.	229,367	166,536	167,309
March	283,568	210,413	164,734
April	262,997	199,803	162,523
May	276,036	229,662	154,058
June	260,248	222,657	170,420
July	213,550	194,800	121,387
Aug.	181,822	176,400	115,256
Sept.	241,167	221,574	147,051
Oct.	300,757	293,723	158,052
Nov.	265,956	266,869	168,339
Dec.	211,735	196,794	148,630

Source: Media Records, Inc. - Annual, 1946-49, Bluebooks, 1950, New Orleans Annual Report for 1950; Monthly 1949-50, New Orleans Monthly Reports, 1949-50.

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1454

Government Exhibit 109B

Data for Chart: Distribution of Total Number of General Display Advertising Accounts, According to Newspapers used in New Orleans in 1949 -- Daily (excluding Sunday)

	Number of Accounts		Percent of Total	
One morning and one evening				
Times-Picayune, and States	243		23.7	
Times-Picayune, and Item	99		9.7	
Total one morning and one evening		342		33.4
One morning				
Times-Picayune only		232		22.7
One morning and two evening				
Times-Picayune, States and Item		311		30.4
One evening				
Item only	98		9.6	
States only	21		2.0	
Total one evening		119		11.6
Two evening				
Item and States		19		1.9
TOTAL ACCOUNTS		1,023		100.0

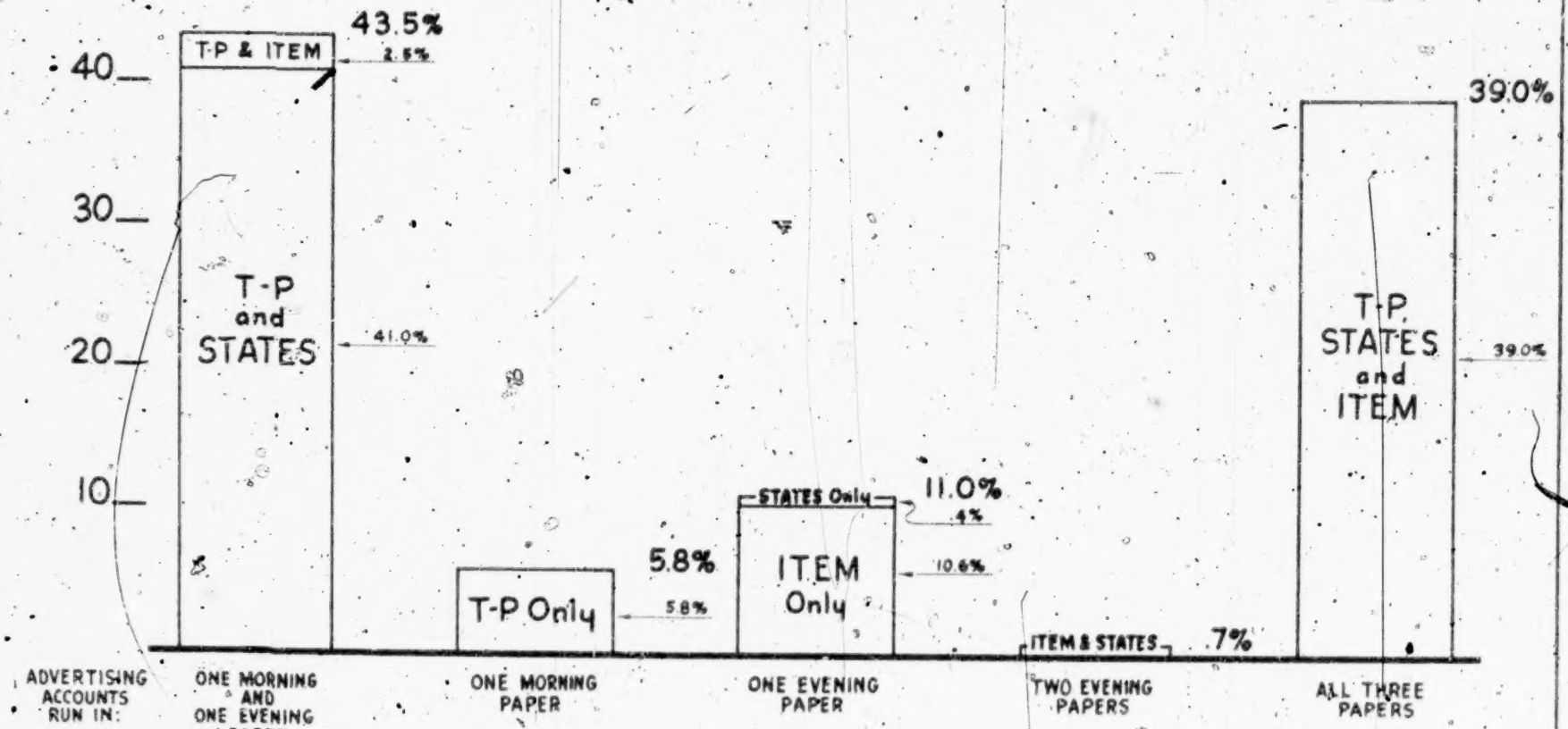
Source: Media Records, Inc.

2185

(P.1485)

DISTRIBUTION OF TOTAL NUMBER OF GENERAL DISPLAY ADVERTISING ACCOUNTS ACCORDING TO NEWSPAPERS USED IN NEW ORLEANS IN 1950

-DAILY (EXCLUDING SUNDAY)-



UNITED STATES DEPARTMENT OF JUSTICE
ANTITRUST DIVISION

Government Exhibit 110A

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Government Exhibit 110B

Data for Charts: Distribution of Total Number of General Display Advertising Accounts, According to Newspapers used in New Orleans in 1950 -- Daily (excluding Sunday)

	Number of Accounts		Percent of Total	
One morning and one evening				
Times-Picayune, and States	387		41.0	
Times-Picayune, and Item	23		2.5	
Total one morning and one evening		410		43.5
One morning				
Times-Picayune only		54		5.8
One morning and two evening				
Times-Picayune, States and Item		368		39.0
One evening				
Item only	100		10.6	
States only	4		.4	
Total one evening		104		11.0
Two evening				
Item and States		7		.7
TOTAL ACCOUNTS		943		100.0

Source: Media Records, Inc.

Government Exhibit 112

AGREEMENT, made at New York, N. Y., between THE ASSOCIATED PRESS, a New York membership corporation with offices at 50 Rockefeller Plaza, New York 20, N. Y., hereinafter called "The Associated Press", and The Times-Picayune Publishing Company....., of New Orleans, Louisiana....., hereinafter called the "Member."

1. The parties hereby agree that during the term of this agreement, The Associated Press will furnish to the Member—barring conditions beyond the control of The Associated Press—and the Member shall publish 6 days a week, not earlier than 9 A.M. and not later than 7 P.M. Local Time, in the city of publication, a leased wire news service.....of The Associated Press, in whole or in part, in the afternoon.....newspaper known as New Orleans States....., owned by the Member and published at New Orleans, Louisiana....., upon the terms and conditions hereinafter set forth.

Additional news and other services are to be covered by supplementary arrangement.

2. The Member shall promptly furnish to The Associated Press all the spontaneous news of the Member's district which is fixed as the said city of publication and the territory adjacent thereto within a radius of thirty miles.

3. The Member agrees to pay, weekly in advance, to The Associated Press for the news service to be furnished hereunder the assessments as fixed and apportioned from time to time by the Board of Directors of The Associated Press, as provided in the By-Laws thereof.

The amount of the initial assessment payable by the Member is fixed by the Board of Directors at $600.90.....weekly.

In the event that the assessment payable hereunder shall at any time during the term hereof be increased by more than twenty-five per cent during any two-year period, the Member shall have the right, at any time within sixty days after the date upon which notice of such increased assessment is given by the The Associated Press, to terminate this agreement upon seven days' notice, in writing, by registered mail to The Associated Press of the Member's election to do so.

It is expressly agreed, however, by the parties hereto, that if, during the term hereof, any other member of The Associated Press receiving its news service, or any part thereof, for use in a daily afternoon.....newspaper published in the Member's city of publication, shall withdraw from membership or discontinue the publication of such newspaper, the assessment payable by the Member hereunder will be increased by reason of such withdrawal from membership or discontinuance of publication, and the Member shall not have the right to terminate this agreement, as provided in the preceding paragraph hereof, by reason of such increase in its assessment.

4. The term of this agreement shall commence on the date the news service is made available to the Member, which shall be not later than immediately.....and, unless sooner terminated as herein provided or pursuant to the By-Laws of The Associated Press, it shall

The lower part of this exhibit appears in next frame.

or discontinue the publication of such newspaper, the assessment payable by the Member hereunder will be increased by reason of such withdrawal from Membership or discontinuance of publication, and the Member shall not have the right to terminate this agreement, as provided in the preceding paragraph hereof, by reason of such increase in its assessment.

4. The term of this agreement shall commence on the date the news service is made available to the Member, which shall be not later than Immediately, and, unless sooner terminated as herein provided or pursuant to the By-Laws of The Associated Press, it shall continue thereafter until terminated by the Member upon two years' notice, in writing, by registered mail to The Associated Press of the Member's election to do so.

5. The news service may not be suspended and this agreement may not be terminated or cancelled by The Associated Press except by reason of non-payment of assessments or by reason of the suspension or expulsion of the Member for cause, as provided in the By-Laws of The Associated Press.

6. In the event that any of the terms and conditions of this agreement shall be or become contrary to or inconsistent with the By-Laws of The Associated Press, the By-Laws shall control.

7. The provisions hereof and the By-Laws of The Associated Press constitute the whole agreement between the parties hereto, and no oral modification hereof, or oral additions thereto, shall be binding.

8. The Member hereby authorizes and empowers John S. Tims, Jr. to represent the Member in all matters pertaining to its membership, such authority to continue until the Member shall have designated his successor by a notice, in writing, filed with the Secretary of The Associated Press.

9. This agreement shall be binding upon the successors and assigns of The Associated Press. Upon the sale or transfer of the business of the Member to which this agreement relates, the Member shall cause the Member's successor to agree in writing to fulfill the terms and conditions of this agreement during the term hereof and to apply for membership in The Associated Press in the same class as the Member.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 15 day of April, 1948.

The Times-Picayune Publishing Company

By Leon Nicholson Vice Pres.

THE ASSOCIATED PRESS

By

Assistant Secretary

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Government Exhibit 113

AGREEMENT, made at New York, N. Y., between THE ASSOCIATED PRESS, a New York membership corporation with offices at 50 Rockefeller Plaza, New York 20, N. Y., hereinafter called "The Associated Press", and The Times-Picayune Publishing Co., of New Orleans, Louisiana, hereinafter called the "Member."

1. The parties hereby agree that during the term of this agreement, The Associated Press will furnish to the Member—barring conditions beyond the control of The Associated Press—and the Member shall publish 7 days a week, not earlier than 7 P.M. and not later than 9 A.M. Local Time, in the city of publication, a leased wire news service of The Associated Press, in whole or in part, in the morning and Sunday newspaper known as The Times Picayune & The Times Picayune-New Orleans States, owned by the Member and published at New Orleans, Louisiana, upon the terms and conditions hereinafter set forth.

Additional news and other services are to be covered by supplementary arrangement.

2. The Member shall promptly furnish to The Associated Press all the spontaneous news of the Member's district which is fixed as the said city of publication and the territory adjacent thereto within a radius of thirty miles.

3. The Member agrees to pay, weekly in advance, to The Associated Press for the news service to be furnished hereunder the assessments as fixed and apportioned from time to time by the Board of Directors of The Associated Press, as provided in the By-Laws thereof.

The amount of the initial assessment payable by the Member is fixed by the Board of Directors at $ 1,009.64 weekly.

In the event that the assessment payable hereunder shall at any time during the term hereof be increased by more than twenty-five per cent during any two-year period, the Member shall have the right, at any time within sixty days after the date upon which notice of such increased assessment is given by the The Associated Press, to terminate this agreement upon seven days' notice, in writing, by registered mail to The Associated Press of the Member's election to do so.

It is expressly agreed, however, by the parties hereto, that if, during the term hereof, any other member of The Associated Press receiving its news service, or any part thereof, for use in a daily morning newspaper published in the Member's city of publication, shall withdraw from membership or discontinue the publication of such newspaper, the assessment payable by the Member hereunder will be increased by reason of such withdrawal from Membership or discontinuance of publication, and the Member shall not have the right to terminate this agreement, as provided in the preceding paragraph hereof, by reason of such increase in its assessment.

4. The term of this agreement shall commence on the date the news service is made available to the Member, which shall be not later than Immediately

The lower part of this exhibit appears in next frame.

[illegible] newspaper published in the Member's city of publication, shall withdraw from membership or discontinue the publication of such newspaper, the assessment payable by the Member hereunder will be increased by reason of such withdrawal from Membership or discontinuance of publication, and the Member shall not have the right to terminate this agreement, as provided in the preceding paragraph hereof, by reason of such increase in its assessment.

4. The term of this agreement shall commence on the date the news service is made available to the Member, which shall be not later than Immediately and, unless sooner terminated as herein provided or pursuant to the By-Laws of The Associated Press, it shall continue thereafter until terminated by the Member upon two years' notice, in writing, by registered mail to The Associated Press of the Member's election to do so.

5. The news service may not be suspended and this agreement may not be determined or cancelled by The Associated Press except by reason of non-payment of assessments or by reason of the suspension or expulsion of the Member for cause, as provided in the By-Laws of The Associated Press.

6. In the event that any of the terms and conditions of this agreement shall be or become contrary to or inconsistent with the By-Laws of The Associated Press, the By-Laws shall control.

7. The provisions hereof and the By-Laws of The Associated Press constitute the whole agreement between the parties hereto, and no oral modification hereof, or oral additions hereto, shall be binding.

8. The Member hereby authorizes and empowers [illegible] to represent the Member in all matters pertaining to its membership, such authority to continue until the Member shall have designated his successor by a notice, in writing, filed with the Secretary of The Associated Press.

9. This agreement shall be binding upon the successors and assigns of The Associated Press. Upon the sale or transfer of the business of the Member to which this agreement relates, the Member shall cause the Member's successor to agree in writing to fulfill the terms and conditions of this agreement during the term hereof and to apply for membership in The Associated Press in the same class as the Member.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the 15 day of April, 1918.

[illegible] Publishing Company

By L. L. Nicholson Pres

THE ASSOCIATED PRESS

By

Assistant Secretary

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